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## The Solicitors' Journal.

LONDON, OCTOBER 24, 1868.

AMONGST OUR RECENT DECISIONS of last week will be found the case of *Dickinson v. Jardine*, 16 W.R. 1169, which decided that where insured goods are properly jettisoned their owner is entitled to recover from the underwriters as for a total loss, without deducting the amount payable for general average. The general average contribution is, of course, not lost, but it is the duty of the underwriters and not of the insured to recover it. The question of law thus decided was almost too clear for argument, although there was no reported English decision precisely in point. The case has, however, attracted some attention in the City, and in the latter part of last week a meeting was held, after several adjournments, in the committee-room of Lloyd's to consider the effect of *Dickinson v. Jardine*. Several resolutions were passed, to the effect that it was not desirable that underwriters should have to collect general average contributions, and that a clause should be inserted in policies providing that underwriters should be liable only for the difference between the amount payable for general average and the value of the jettisoned goods. The following clause was approved by the meeting as a desirable addition for the future to the ordinary form of policy:—

"Should the property hereby insured be injured or destroyed by a general average act, any claim the insured is entitled to make in respect thereof by way of particular average or total loss shall be subject to the deduction of the sum payable to the assured by the other contributory, interests of ship, freight, and cargo." There seems no objection to the insertion of some such clause as this in policies of marine insurance, but it must be remembered that if the sum payable by the contributories is to be deducted from the claim of the assured, he may in some cases sustain a loss; as, for instance, if a contribution were not paid in consequence of insolvency, or for any other reason, for which he could recover no indemnity.

This result, however, which would be opposed to the general object of a marine insurance, might be obviated by a different wording of the proposed clause, which might be so drawn as to render it necessary for the assured in the first instance to claim payment of the general average contribution, and yet the underwriters might be made finally liable if payment of the contribution could not be obtained.

The meeting also passed a resolution that it was desirable that steps should be taken to obtain an Act of Parliament, to define the duties of shipowners in collecting general average from contributories, and distributing the same, and they appointed a committee, consisting of the Right Hon. G. J. Goschen, M.P., Mr. W. Simpson, and other gentlemen, to consider means for giving effect to the resolutions.

This proposal to obtain an Act of Parliament ought to be entertained with great caution. The law of marine insurance depends almost entirely upon reported decisions, and not upon statutes, and a partial alteration by Act of Parliament of law so created, especially when we remember the careless way in which Acts of Parliament are too often drawn, may easily do much harm

without producing a corresponding advantage. Where only some slight change in the law is required, as in the present case, it is often more expedient to make it in each case by contract between the parties than by legislative enactment.

OUR READERS will probably have perused with some regret the correspondence which Lord Westbury has lately chosen, as the fashion now is, to make public, between himself and the Lord Advocate—relative to the Scotch Judicature Commission. In Lord Westbury's first letter, written with somewhat of that extra blandness which is assumed by gentlemen about to act upon the offensive, he acknowledges the receipt of the Lord Advocate's communication detailing the composition of the commission—Lord Colonsay at its head. He "has the greatest respect and regard for Lord Colonsay, and is glad of this decision"—rejoices also in the appointment of Sir Roundell Palmer—and is, on these grounds, "less reluctant than he should otherwise have been to withdraw his name from the commission" on the score of weak health and need of a warmer climate, and notwithstanding his great interest in the subject and conviction of the necessity of a thorough reform in the matter. Subsequent letters from Lord Westbury, however, and one addressed by his Lordship to Mr. Anderson, Q.C., and sent by the latter to the *Sootsman*, soon disclose the root of the matter. Lord Westbury having been the one to press upon the Government the expediency of such a commission, and having received an assurance that it would be appointed, "fully expected" that his name would be placed thereon "according to the usual rule, that is in the rank and with such precedences" as he was entitled to.

But "certain persons in Edinburgh had determined that Lord Colonsay should be at the head of the commission," and "hastened to accomplish this object before they could be interrupted by any remonstrance from him" (Lord Westbury). It seems that the Lord Advocate's letter to Lord Westbury, was dated the 30th September, addressed to a residence, which Lord Westbury left three years ago, and, therefore, did not reach him until the 9th October;—also that Lord Westbury's name appears on the commission after that of Lord Colonsay. The Lord Advocate explains that the mistake in addressing the letter was that of a messenger, and that the Home Office practice in writing out commissions is always to place the chairman's name first, though names of higher rank may follow. Lord Westbury, however, though convinced that no affront was intended to himself by the Lord Advocate, still retires from the commission, inexorably offended that Lord Colonsay should be at its head, and much grieved at its composition. *Tantene animis!*

It may be that Lord Westbury had cause for surprise and disgust at not being placed in charge of this commission. That he had done much for the subject every one is aware. Lord Colonsay knows a great deal about Scotch law. Lord Westbury knows an extraordinarily great deal about English law, and a great deal about every other law. Lord Colonsay lives in Edinburgh, where, not unreasonably, the enquiry is to be conducted. Lord Westbury does not. It may be that Lord Westbury has some cause for annoyance which is not before the public, but however aggrieved he may feel, it is certain that the Commission will amply miss his aid. Surely it would have been rather more dignified had Lord Westbury considered the public good a little more, and his own dignity a little less, instead of retiring in a huff from a great work in which his co-operation would have been invaluable. Some such idea would appear to have crossed his Lordship's own mind, since in his letter to Mr. Anderson he states his conviction that the commission "cannot be an instrument to accomplish the results that are needed." We can hardly, however, imagine that Lord Westbury meant seriously to stigmatize in this manner a commission numbering the names included

in this one, Sir Roundell Palmer's among them, and must regret that Lord Westbury should have so seriously impaired its strength by his own defection.

A SOMEWHAT IMPORTANT "bread" case was decided last week in the Recorder's Court, Dublin, the question being, not the much debated "fancy bread" point (*i.e.*, whether cottage and tin loaves come, as fancy bread, within the exception in the Sale of Bread Act), but whether the bread had, in point of fact, been sold by weight or not. The question was, therefore, similar to that raised in *Jones v. Huatable*, 15 W. R. 900, though upon slightly differing facts.

In *Jones v. Huatable*, the customer asked for a "quartern" loaf, received a loaf over the counter, did not request that it might be weighed, but took it away at once. Upon being subsequently weighed it proved deficient. The practice of this baker was to weigh each loaf before baking, and allow five ounces to the quartern for shrinkage during the process. It was not his custom, however, to weigh the bread after drawing it from the oven. The Court of Queen's Bench (Blackburn, Shee, and Lush, JJ.) held that the baker was rightly convicted under section 4 of the 6 & 7 Vict. c. 37, of selling bread otherwise than by weight. Their opinion being that it was not indispensable, in order to comply with the enactment, that the baker should weigh each loaf over the counter, but that he should take some reasonable step to ascertain the weight *after* as well as *before* baking.

In *Webb v. Manders*, the recent Dublin case, the customer asked for a "two-pound" loaf, received a loaf over the counter, and, like the customer in *Jones v. Huatable*, took it away without asking to have it weighed. Upon being afterwards weighed it proved one ounce short. The practice of this baker was to weigh the bread before baking, allowing nine ounces to the two pounds for shrinkage in the oven; but he also went a step further than the baker in *Jones v. Huatable*, and, after drawing his bread, weighed a few loaves from each batch as a test. The Lord Mayor of Dublin, before whom the case first came, convicted the baker in a penalty of five shillings, but the case coming, upon appeal, before the Recorder, this decision was reversed. The Recorder did not approve of the decision of the Court of Queen's Bench in *Jones v. Huatable*; he also distinguished that case upon the grounds—(1) that the shrinkage allowed was so very much larger than that in *Jones v. Huatable*; (2) that the loaf was sold as a "—pound," and not, as in *Jones v. Huatable*, as a "quartern" loaf; and (3) because the Messrs. Manders had in the case before him tested the bread after baking. He did not think it was necessary to weigh every loaf after baking, unless required to do so at the counter.

We cannot agree with Mr. Shaw's opinion of the decision in *Jones v. Huatable*, though we agree with the result of his own decision in *Webb v. Manders*. His first two distinctions are unintelligible, the third and principal one is sound enough.

In order to understand these cases it must be borne in mind that the offence constituted by the Sale of Bread Act\* is not the selling of bread under weight, but the selling it otherwise than by weight, *i.e.*, by the loaf merely. Thus if a baker weighs a loaf, finds it amounts to a pound and a-half, and deliberately sells it as a two pound loaf, there is no remedy under the Sale of Bread Act, there is only the civil remedy by action in the county court for damages. The question is, was the method of sale, sale by weight, or sale by the loaf merely? If the former, the purchaser is left to look after himself; if the latter, the Act steps in. If the baker has not taken measures to ascertain the weight of the loaves he is selling, he is, in fact, not selling his bread by weight, but by the lump. It would, as some of the judges

seemed to think in *Jones v. Huatable*, be scarcely reasonable to expect bakers to weigh every loaf over the counter, whether asked to do so or not. But as weighing before baking is a rather vague and insufficient test, the Court will require the baker to take some reasonable step to test the weight of the bread *after* baking. So said the Court of Queen's Bench. The Recorder of Dublin has now held that weighing a few test loaves in each batch is such a reasonable step; which seems a satisfactory decision.

ON SEVERAL OCCASIONS during the past fortnight Mr. Pitt Taylor has at each of the several courts presided over by him called the attention of attorneys and suitors to the provisions of the second section of the County Courts Act, 1867. The section, he said, provided a convenient mode of procedure in cases where goods had been sold to be dealt with in the way of trade. Under the ordinary procedure, if a defendant does not appear at the hearing the plaintiff must prove his case in the same way as if it is disputed. Under the new Act, proceedings similar to those in the superior courts are introduced. If a plaintiff or his agent makes an affidavit that goods have been sold to be dealt with wholly or in part in the way of defendant's trade, the plaintiff may serve the summons himself or employ a servant to do so. An attorney or his clerk may serve a summons for a client. The service must be personal, and twelve clear days before the day of hearing. If notice of intention to defend be not sent to the court six clear days before the day of hearing, the plaintiff may enter up judgment by default on payment of half the usual hearing fee. The proceeding is in fact precisely the same as that under the Bills of Exchange Act, from which it has obviously been copied, as the form of summons and endorsement contained in the schedule to the New Act are precisely the same as those in the former Act. After explaining the section and showing how, by proceeding under it, much loss of time and trouble may be avoided, Mr. Taylor took occasion to remark upon the length of time a law might be in existence before the persons for whose benefit it was passed knew anything about it. In his district, he said, it seemed to be almost a dead letter; adding that he had no doubt the commercial world would be glad to know that such a clause had been inserted in the new Act. He hoped the profession and the gentlemen of the press who attended his courts would make this section as widely known as possible.

WE HAVE LATELY RECEIVED a legal curiosity in the shape of the opening number of an American legal journal, edited by an American judge's wife—the *Chicago Legal Journal*, edited by Mrs. Myra Bradwell, wife of Judge Bradwell. The specimen number in question contains promise of much that is profitable, and also a good deal that is amusing. Thus, in an article on the Cook County Court House, occurs the following:—"We notice piles of old furniture in the county court room; and if we were the judge instead of the judge's wife, we would order the sheriff to send it to an auction-room, and supply its place with new." The appointment is announced of a new clerk in the said county court, the editress adding that she considers the new clerk to be "a very fine and gentlemanly young man." A biography is given of the Hon. William K. McAllister, Judge of the Recorders' Court, Chicago, in which we find the following:—"The judge was raised on the farm" (his father's). Mr. McAllister is stated to be "every inch" a judge, and reminds Mrs. Bradwell more of Sir Matthew Hale than any other judge she has seen upon the bench of Illinois. "He would have made a good judge if he had never read a book or heard an authority quoted," having "an instinctive sense of what is right." Mrs. Bradwell does not hesitate to express her notion of what a judge ought to be, or to differ from the judges (including her husband) upon occasion. Thus, in an article upon

\* The 6 & 7 Vict. c. 37, did not apply to Ireland, but the Irish Act, 1 & 2 Vict. c. 28, is to the same effect.

a recent criminal lunatic case, she expresses her decided opinion that the criminal was not insane, adding, however, "We know there are many good men, who believe him to have been crazy, among them our own husband." It must be a serious thing for Bradwell, J., to have an organ of so independent a spirit conducted by the partner of his own bosom.

#### THE REPORT OF THE SELECT COMMITTEE ON JURIES.

During the Session of 1866-7 a select committee of the House of Commons was appointed to inquire into the working of the jury system, and as to how it may be improved. The committee took a good deal of evidence, but separated without coming to any conclusion. During the last session the committee was re-appointed; and the evidence taken by it and the recommendations which they founded upon it are now before the public. That evidence places in a very clear light the abuses of the present system, and the recommendations of the committee are undoubtedly well worthy of consideration, though whether they are sufficient to work a thorough cure may be doubted.

The main evils now complained of are the following:—first, it is plain that the lists of persons liable to serve as jurors are in a very defective state, the names of vast numbers of persons who ought to bear it being omitted altogether, in consequence of which the burden of attendance is spread over a much smaller area than it ought to be, and the same persons are called on to serve more frequently than they need be; and this evil exists in an aggravated degree in the case of the special jury lists. Secondly, and this applies especially to London and Middlesex, needlessly large numbers of persons are summoned to serve on special juries, and hence the burden of attendance is greatly increased. Thirdly, it is complained that jurymen are underpaid for their services. Lastly, there are a number of small evils arising from defective accommodation in the courts, and other like inconveniences.

The great and fundamental evil of the present system is the first which we have referred to—the defects of the jury lists; and in order that this may be fully understood it will be well to remind our readers of the mode in which those lists are prepared. It is the duty of the overseers of each parish to make out the lists in the first instance, but the duty is practically delegated to the vestry clerk. One of those gentlemen describes the process as follows, and one case may stand for all:—"We take the poor rate-book, and we extract from that all persons who are rated, according to the Act of Parliament, on a value not less than £30. The rate-books are gone through, and a draft list is carefully made out of all those persons; and also, as far as we know, of the freeholders and persons occupying houses of not less than fifteen windows, according to the clause of the 6 Geo. 4, c. 50, s. 1. When that draft is made out, it is very carefully settled, and then it is printed in the form which I now hand in (*handing in the same*), and that is put on the church doors and chapel doors throughout the parish; and it has to be up on three successive Sundays during the month of September, so as to give the inhabitants an opportunity of seeing it. I go a little further than the Act of Parliament, for I also have a notice printed. I have about 300 copies of that distributed through the parish, getting people to exhibit it in their shop windows. Some people do not see them on the church and chapel doors; but I do not think they can fail to see those, for those are distributed through the parish."

The list prepared by the overseers comes before the magistrates for revision on a day of which notice has been posted up together with the draft lists, but the witnesses seem to agree that this revision is a mere matter of form. "The Act then provides that after the lists are prepared by the churchwardens and overseers,

and handed in to the justices, the justices at the next session shall hand them to the high constable, then the high constable is to hand them to the clerk of the peace, or present them to the quarter sessions, and then the clerk of the peace, within six weeks, is to hand them to the sheriff—that is to say, the process is this: the lists are handed in to the justices, and when they are approved by the justices, they are handed to the high constable, and then the high constable has to hand them, at the next quarter sessions, which would be in October, to the clerk of the peace. Then section 12 of the 6 Geo. 4, c. 50, says this—"That the clerk of the peace shall keep the lists so returned by the high constable to the Court of Quarter Sessions among the records of the sessions, arranged with every hundred in alphabetical order, and every parish or township within such hundred, likewise in alphabetical order; and shall cause the same to be fairly and truly copied in the same order and book, to be by him provided for that purpose, at the expense of the county, riding or division, with proper columns for making the register hereinafter directed; and shall deliver the same book to the sheriff of the county or his under-sheriff, within six weeks next after the close of such sessions, which book shall be called the 'jurors' book' for the year."

In this overseers' list the description or employment of each person appears, and if he appears as an "esquire, merchant, or banker" the sheriff must make him a special juror, otherwise a common. The sheriff has no power to look behind the list. It is plain, therefore, that the overseers' list is the key of the whole system, if that be defective the defect can practically never be remedied, and great injustice must follow. And that these lists are utterly defective in many cases admits of no doubt. Witnesses speak of cases in which whole streets full of people appear on the jury book for years after the streets have ceased to exist. The clerk of the peace for the county of Hertford tells the committee that in many places the overseers never revise the lists at all, but simply *copy them from year to year*. The under-sheriff for Sussex stated that in the whole of that county, including Brighton, there are only 197 special jurors on the list, though, the same gentleman added, that to his own knowledge there must be four times that number in Brighton alone. From such a state of things as this of course it follows that the special jurymen who are on the list are necessarily called upon to serve so often as to make attendance a very serious burden. The recommendations of the committee intended to remedy this evil are as follows:—

That the jury lists ought to be prepared with greater care, and to contain the names of many persons who are now either legally, or through negligence, omitted; and in order to ensure these objects, your committee recommend—

That the overseers should be paid for their expenses in the preparation of the lists;

That the lists should be revised by the guardians of the poor before being sent to the justices;

That the overseers should be liable to a penalty for negligence in the preparation of the lists as well as for wilful misconduct;

And that the present exemptions from serving on juries should be carefully considered, that many of them ought to be abolished, and those retained should be defined and enumerated in some Act to be passed relating to the subject.

That the special jury list should be *separately* revised by the guardians of the poor, and that much more care should be bestowed than at present, in order to include thereon persons qualified for special jurymen; and that persons duly qualified by education and property, as well as esquires, bankers, and merchants, ought to be placed on the special jury list.

Of these recommendations the only ones going directly to secure accuracy in the lists are—that the overseers be paid for their work, and be subject to a penalty for negligence, and that the guardians revise their work. To these suggestions we are not inclined to



attach very much importance. The justices' "revision" is confessedly a mere form. Why should we expect the guardians to be any better? As for penalties, do penalties make the overseers' lists of voters accurate? The revising barristers would say, no. It is not easy to point out any efficient remedy for the existing evils, but we do not expect much from these suggestions.

With respect to the peculiar hardships of special jurors in London and Middlesex, the witnesses agree for the most part in attributing them to the fact that special juries are there summoned not under the Common Law Procedure Act in a panel, but specially for each case. The consequence is that the jurors summoned for a given case may be kept waiting about the courts day after day in idleness on the chance of their case coming on, and there may be any number of such jurors waiting, yet all the time there may be a lack of jurymen to try any particular case which may be called on, for the jurymen summoned for any other case cannot be called on to serve. What the committee suggest upon this subject is in accordance with the views of such of the judges and officers of the courts as have been examined, and of most, though not all, of the other witnesses. They propose that the mode of summoning special jurors for the trial of causes in London and Middlesex should be assimilated to that provided by "The Common Law Procedure Act, 1852," for the trial of causes in other parts of England. And that a panel of not less than thirty jurymen in each court should be returned each sittings for Middlesex and London for the trial of all special juries, and that special jurymen summoned for any one court be liable to serve, in case of necessity, in any of the other courts. We believe that such a change as this would be found a very great relief to those liable to be summoned as special jurors.

Upon the question of remuneration the committee advise that the remuneration of special and common jurymen be made "per diem," and not by cause, and that such remuneration be at the rate of one guinea a day for special, and ten shillings a day for common jurymen. How far such an increase of remuneration as this may induce jurors to attend when summoned it is very difficult to judge, but the change would certainly be in the right direction, and the experience of compensation juries is encouraging. In their case the pay is practically two guineas, one for the case, and one for a view; and the witnesses seem to agree that there is never any difficulty in making a jury, but, on the contrary, that jurymen make a trade of the thing.

The remaining suggestions of the committee either relate to matters of mere details, or else are too vague to enable us to form much opinion upon them. They advise that the practice of relieving persons liable to serve as grand jurymen from the duty of serving as common or special jurymen ought to be abolished; and that their services as grand jurymen ought only to count as service as jurymen; that the names be taken by rotation from the jury-list, and that no one be called upon to serve a second time until the whole list be fairly and fully exhausted; that a notice of not less than four days be given to every jurymen summoned to attend the sittings of the Courts; that no jurymen be summoned, as now frequently happens, to serve in more than one court on the same day; that the ordinary attendance of jurymen ought not to exceed one week at a time; and that better accommodation than at present exists in most courts of justice ought to be provided for jurymen. In that last recommendation we fully concur. But at present there is no tolerable accommodation for any class of persons in or about any of our courts, and we fear there is a poor chance for jurymen at present.

#### JUDICIAL STATISTICS.

##### PART II.

(Continued.)

In the Court of Chancery a rather moderate increase of business appears to have been disposed of during the

year ending the 1st of November, 1867. The number of causes, &c., set down and waiting for hearing at the commencement of the year was 616; in 1866 the number was only 499. During the year 2,270 were set down, as against 2,252 in 1866; 2,099 were heard during the year, 206 were otherwise disposed of, and 581 remained at the end of the year. In 1866 the remanets were 622. The registrars' returns show that 11,849 orders made on petitions and motions were drawn during the year, and that the number in 1866 was 11,484. The Lord Chancellor sat 91 days, the Lord Chancellor and Lords Justices 20 days, the Lords Justices 137 days, the Master of the Rolls 151 days, the three Vice-Chancellors 169, 167, and 169. In 1866 the numbers were: The Lord Chancellor 74, the Lord Chancellor and Lords Justices 14, the Lords Justices 127, the Master of the Rolls 164, the three Vice-Chancellors each 168. The total number of days was greater in 1867 by 21.

The number of orders drawn by the registrars in 1867 was 13,328, and the amount of the fees collected thereon by stamps was £15,048 14s. In the previous year the number of orders was 12,789, and the amount of fees £14,206.

During the year one case only was tried with a jury, and two without a jury.

The proceeds in the chambers of the Master of the Rolls and the three Vice-Chancellors show a considerable increase. Summonses numbered 26,747 as against 23,292 in the previous year; 17,616 orders were made in chambers as against 15,416 in 1866. The amount of debts proved was £12,490,346; in 1866 the amount of debts proved was £9,613,909; and the amount of receipts in the numerous accounts passed during the year is very much larger than in 1866. There were 378 winding-up orders pending at the end of the year; in 1866 the number was 260.

The number of suits instituted, as well by bill as by special case and summons, was 3,650; the number in 1866 was 3,490. The Record and Writ Clerks collected in fees the sum of £33,544, being £3,479 more than in 1866. These fees are collected by means of stamps.

In the Examiner's office 431 witnesses were examined, as against 397 in the previous year.

The petitions presented to the Court were not so numerous as in 1866, being 2,788, as against 3,077 in 1866. Of these the winding-up petitions were 253 in 1867, and 341 in 1866. There were also presented at the Rolls 4,139 petitions for orders of course.

The returns from the Taxing Masters' Office show that 7,287 bills were taxed, and 3,162 allocations made; in 1866 there were 6,842 bills taxed.

The amount of fees in the Taxing Masters' Office was £24,841 19s. 6d.; in the preceding year the total amount of fees was £23,210 14s. The amount of the costs taxed was £815,450 5s. 4d., as against £788,789 10s. 11d. in the previous year.

The returns from the office of the Masters in Lunacy and the Registrar in Lunacy exhibit a slight decrease in this branch of the business of the Court of Chancery.

The Accountant-General of the Court of Chancery received during the year in cash and securities £17,048,862, and paid out £16,542,127; in 1866 he received £19,733,378, and paid out £19,229,726. The amount so paid in was placed to the credit of 27,673 accounts, and there were 47,354 cheques drawn. The sum of £483,270 1s. 2d. stock standing to the credit of the Sutors' Fund, and being part of the Surplus Interest Fund, has been sold to raise £438,000, under the authority of the 8th section of the Courts of Justice Building Act, 1865. From the statement of the Sutors' Fee Fund, it appears that the sum levied on the sutors was £112,601 8s. 6d. The funds of the sutors of the Court of Chancery in the books of the Accountant-General consisted in 1867 of £58,721,864 4s. 9d. securities and £3,307,608 10s. 11d. cash, and in 1866 of £58,299,326 19s. 5d. securities and £3,223,410 5s. 6d. cash.

In the Court of Chancery of the County Palatine of Lancaster the number of suits originated was 227 as against 177 in 1866, and the number heard during the year was 168 as against 121 in 1866.

In the High Court of Admiralty the number of causes pending at the commencement of the year was 207, and 594 were instituted during the year, making 801 in all; in 1866 the total number was 837, showing a decrease in 1867 of 63 causes. There were 186 judgments, the number in 1866 having been 216. The Court sat on 117 days, being 30 days less than in 1866, and the proportion of business done was less in 1867 than in 1866. The amount of stamp duty paid to the Inland Revenue through the Court of Admiralty was £11,250 10s. The amount in 1866 was £11,077 5s.

Petitions were filed in the Court for Divorce and Matrimonial Causes in 321 cases, being 15 more than in the previous year. The Court has now existed ten years, and in that period the number of petitions filed has been 3,072, being an average of 307 for each year; during the same period there have been 1,279 decrees for dissolution of marriage, and 213 for judicial separation. In 1867 the fees received amounted to £2,512 16s., the amount in 1866 was £2,596 13s.

In the Court of Probate 14,326 probates and administrations were granted in 1867, and 14,367 in 1866; those granted in the district registries numbered 22,873 in 1867, and 22,568 in 1866. The value under which properties were sworn in London and the district registries was £92,302,570; in 1866 this total was £93,184,794.

The total number of suits in the Ecclesiastical Courts in 1867 was 14 as against 16 in 1866, and 23 in 1865.

The number of appeals entered before the Judicial Committee of the Privy Council was 101, being 19 more than in 1867. Of the appeals in this court, 51 were heard and determined, and 3 dismissed. The number of appeals lodged since the 1st of June, 1860, which remained for hearing in 1867, was 230. Notwithstanding the late additions to the members of this tribunal the arrears increase in an arithmetical ratio which might, from the experience of previous years, be calculated with facility. What is to be the end of the delays in this court it is impossible to say, but it cannot be doubted that unless it sits more frequently, and gets through a larger amount of business than heretofore, the block will become a question for serious consideration.

In the House of Lords the number of appeals entered was 59 as against 66 in the previous year; 8 were withdrawn, and 17 were dismissed for want of prosecution. In 1867 41 judgments were delivered, including causes heard in the previous session, and standing over for judgment, as against 42 in 1866. The total number of causes heard was 40, and 42 remained for hearing, being, as usual, about the amount of a year's work in arrear.

There can be no doubt, looking at these returns, that the business of the Court of Chancery is on the increase, although in 1867 the amount of that increase was moderate. In the remaining courts there is not that continued increase of business which experience would lead us to expect, but if the Privy Council or the House of Lords should happily overtake its work, not even the profession will complain that the business of either of these courts is on the decline.

#### LEGISLATION OF THE YEAR.

31 & 32 VICTORIE.

Cap. CXIX.—An Act to amend the law relating to railways.

The Regulation of Railways Act, 1868, is designed to remedy some of the gravest abuses in the management of railway companies regarded as companies, and the hardships which have been thereby inflicted upon the shareholders and upon the creditors of the company. It also introduces a number of changes in the law regulating the dealings of such companies with the public

as carriers of goods or passengers; with clauses upon other miscellaneous subjects.

For the protection of the shareholders and other persons interested in the company it is enacted—first (sections 1—5), that every company must, seven days before its half-yearly meeting, issue full statements of accounts in the forms given in the schedule; and these forms are sufficient to show the real condition of the company far more satisfactorily than any hitherto in use. The statements must be signed by the chairman and accountant; and any falsification of accounts will be punishable either upon indictment or upon summary conviction; and any default in issuing such accounts will subject the company to a penalty of five pounds a day.

Secondly—the Board of Trade is empowered (sections 6—9) to appoint inspectors to examine into the affairs of the company, upon the application of the directors, or of the holders of two-fifths of the ordinary stock, or of half the mortgage and debentures, or of two-fifths of the preference capital, where the preference capital amounts to one-third of the whole share capital. The application (section 7) must be supported by such evidence as the Board may require. And the inspectors when appointed are to have very full powers (section 8) to take evidence upon oath, and require the production of books, and other powers necessary for the purposes of their inquiry. The inspectors (section 9) are to report to the Board of Trade and to the company. Power is further given to a general meeting of a company to appoint inspectors with powers and duties similar to those appointed by the Board of Trade.

Thirdly—with respect to auditors, it is enacted (section 12) that the Board of Trade may, on the application of the directors, or of a general meeting, appoint an extra auditor in addition to the ordinary auditors, whose powers and duties shall be the same as those of the other auditors. And where there are three auditors who differ in opinion, the dissentient auditor is to issue to the shareholders a report of his views.

Fourthly—section 13 empowers any company which in the preceding year has paid three per cent. on its ordinary stock, by resolution, to divide its ordinary stock into preferred ordinary stock and deferred ordinary stock; and the section makes elaborate provision for carrying this operation into effect.

The second part of the Act professes to deal with the obligations and liabilities of companies as carriers. And the first clause of this part (section 14) is a very strange one. It enacts that—"where a company by through booking contracts to carry goods, &c., from place to place, partly by railway and partly by sea, or partly by canal and partly by sea, a condition exempting from liability for perils of the seas, &c., shall, if published, &c., in the office where such booking is effected, and if printed, &c., on the receipt or freight-note, be valid as part of the contract as if the company had signed and delivered to the consignor a bill of lading containing such condition." Now, we are wholly at a loss to understand this section. Either the sea portion of such a broken journey is within the provisions of the Railway and Canal Traffic Act, or it is not. If it is not, then before the present Act the case was governed by the rules of the common law (for the Carriers Act relates to land carriage only: see *Le Conteur v. London and South Western Railway Company*, 14 W. R. 80). And at common law a condition on a freight note has plainly the same effect as a condition in a bill of lading: see *Wilton v. Royal Atlantic, &c., Company*, 9 W. R. 748. And upon this view the present enactment is needless. But if the case is within the Railway and Canal Traffic Act, then this section does not go far enough. It says that the condition shall take effect "as if the company had signed and delivered to the consignor a bill of lading containing such conditions." But conditions in a contract so signed would have no effect whatever. In order to make them valid under the Act they must, first, be reasonable, and secondly, be signed, not by the company, but by the con-

signor. We shall be curious to see how the Courts deal with this section. Nor does section 16 make the difficulty less. That section deals with steamers kept by railway companies. It enacts that traffic by them shall be subject to the principle of the equality clauses, and that through tickets shall show how much of the aggregate fare is for railway carriage and how much for the steamer. And it says that "the provisions of the Railway and Canal Traffic Act, so far as the same are applicable, shall extend to the steam vessels and to the traffic carried on thereby." If, therefore, any operation is given to the earlier section, the result would seem to be that where a company carry partly by land and partly by sea they may limit their liability at sea, by notice without the consignor's signature, but if they carry wholly by sea they cannot. This can hardly have been intended.

In the same part of the Act are to be found section 15, which requires a table of fares to be posted up in each station; section 17 binding the company, if required, to give particulars of any charge on goods, showing how much is for carriage and how much is for collection and delivery, &c.; section 18 providing that where two railways are worked by the same company they shall count distances continuously on both; section 19 imposing the same penalty if an engine fails to consume its own smoke through default of the company's servants, as if it were not constructed to do so; section 20, which, in very ill chosen language, requires "smoking compartments for each class" to be provided "in every passenger train where there are more carriages than one of each class." If a train consists of one first class carriage, one second, and two third, are the company bound to provide smoking compartments for anybody? Can the Legislature have meant to say "where there are more carriages than one of any class, smoking compartments shall be provided for that class?" Lastly, section 21 imposes a penalty upon a railway company letting a special train to, or stopping an ordinary train elsewhere than at a station, to accommodate "any parties attending a prize fight." Why parties? Has the word any meaning, or is it mere vulgar slang for persons?

Under the heading "provisions for safety of passengers," we find section 22, requiring companies, from the 1st April next, in every passenger train running more than twenty miles without stopping, to have a means of communication between passengers and guard. Section 23 imposes a penalty of forty shillings upon any one trespassing on a railway after being warned off. And section 24 provides for the removal of trees endangering a line.

As to compensation for injuries by accidents, part 4 enacts (section 25) that the claimant and the company may jointly apply to the Board of Trade to appoint an arbitrator to assess the compensation. And (section 26) in any proceedings for compensation the judge or the arbitrator may order the person injured to be examined by a medical man.

Part 5 of the Act deals with the subject of light railways, subjecting them to the regulations of the Board of Trade.

Part 6 empowers the Board to appoint arbitrators when required. And this part also contains a clause (section 33) enabling either party to an arbitration, under the Lands Clauses Act, to have the costs taxed by a master of the Queen's Bench.

The remainder of the Act, part 7, is headed miscellaneous, and contains a number of minor provisions of more or less importance. But by far the most important clauses in this part are sections 35 and 41 to 43. By section 35, when a company applies to Parliament, or to the Board of Trade, for additional powers, before the second reading of the bill or application for the certificate the bill or draft certificate is to be laid before a general meeting specially called for the purpose, and shall not be proceeded with unless approved by the holders of three-

fourths of the capital represented at the meeting; and the result of the voting is to be laid before Parliament or the Board of Trade, as the case may be. Now, as to certificates of the Board of Trade, these provisions may be more or less intelligible. But in the case of a bill, what will be the consequences of neglecting them? No penalty is imposed. Will it be a misdemeanour in any one, and if so in whom, to disobey this section? If not, what is its effect? What is wanted could be effected in a moment by a standing order in each House of Parliament.

Sections 41 to 43 provide that in cases in which, by the Lands Clauses Act, compensation is directed to be assessed by a jury, application may be made by either party to a judge, who may direct the case to be tried in a superior court instead. But here again the language used is utterly obscure. Section 41 says, "Whenever in the case of any lands purchased . . . any question of compensation in respect thereof, or any question of compensation in respect of lands injuriously affected . . . is, &c." Do these words apply to a case in which lands are injuriously affected but no lands are taken?

On the whole, we think that this Act will be found useful. It would have been more so if its language had been more intelligible; but it is one of the very worst drawn Acts of Parliament we have ever met with.

## COURTS.

### COUNTY COURTS.

GREENWICH.

(Before MR. PITT TAYLOR, Judge.)

Oct. 9.—*Bishop v. Turner.*

This action was brought by the plaintiff against the defendant, a builder, for damage to the plaintiff's bonnet and velvet mantle occasioned by the negligence of the defendant's servant, and for which she claimed £4 damages.

The case stood over for consideration, and the following judgment was this day delivered by the learned judge:—

Miss Bishop, the plaintiff in this suit, was walking in a public highway close to a spot where five houses were in the course of erection, when suddenly some dirty water fell upon her and utterly spoiled her bonnet and velvet mantle. She could not see how the accident occurred, but the water obviously came from the scaffolding. Understanding that Mr. Turner was building these houses, she has brought her action against him, and the question I have to determine is whether the action be maintainable or not. Two points arise. First, can the plaintiff succeed without giving any direct proof of negligence? This, at one time, would have been regarded as a fatal objection, but a more sensible doctrine now prevails, and negligence may sometimes be inferred from the mere happening of an accident. Thus, where a man was hurt by a barrel of flour falling on him out of a warehouse window while he was walking in the street below, the Court held that it was unnecessary for him, in suing the warehouseman for negligence, to prove what actually occasioned the fall of the barrel. The accident was one which, in the ordinary course of things, did not happen to those who used proper care in the management of their business, and therefore it afforded in itself reasonable evidence of negligence in the absence of any explanation by defendant. See *Byrne v. Boadle*, 12 W. R. 280, 2 H. & C. 722; *Scott v. London Dock Company*, 13 W. R. 99, Ex. Ch. 410, 3 H. & C. 696; see also *Skinner v. London and Brighton Railway Company*, 5 Ex. R. 787, and *Taylor on Evidence*, s. 150a. 6th ed. These authorities are amply sufficient to justify me in deciding the first point in favour of the plaintiff. The second is a more difficult question, and is one respecting which different opinions may well be entertained by different persons. I do not here allude to the law, for the law is tolerably well understood; but I refer to the special application of the law to the facts of the case. I have already stated that the defendant was sued because he was supposed to be the builder of the houses, the plaintiff having been advised to act on the legal maxim *Qui facit per alium facit per se*. Now, in cases like the present, this maxim only applies where the relationship of master and servant has subsisted between the



defendant and the person through whose negligence the injury has been caused. A man is in general not liable for damage occasioned by the carelessness of another man who stands towards him in the relation of a contractor or subcontractor.

Thus far the law, leaving the lawyer or jurymen to determine what constitutes service as distinguished from a contract, and to say in each case, according to the circumstances proved, who is the servant and who is the contractor. This task is often a sufficiently easy one. For instance, a gentleman employs a builder to erect a house for him at a fixed price; the builder, of course, is a contractor and not a servant. Again, a railway company contract under seal with a firm of excavators to make a portion of their line. The excavators can in no sense be called servants. (See *Reddie v. London and North-Western Railway Company*, 3 Ex. R. 244.) Again, a butcher having bought a bullock at Smithfield, engages a licensed drover to drive the beast home. The drover, as carrying on an independent business, has been regarded by the judges as a contractor. (*Milligan v. Wedge*, 12 A. & E. 737.) The examples just given are simple enough; but occasionally a case occurs in which it becomes necessary to consider with much care all the circumstances proved. The present, in my judgment, is such a case. The defendant, as it appeared at the trial, is a builder by trade, who had recently taken a lease of the spot in question, and undertaken thereby to erect upon it a row of houses. In carrying out this undertaking he had employed a master bricklayer named King to build the brickwork skeletons of five houses at a fixed sum per rod. King worked under a verbal agreement, and was paid at intervals during the progress of the work, but he employed what men he liked under him, and paid them himself. He had nothing to do with the carpenters' or masons' or plasterers' work; but the defendant intended, when the buildings were sufficiently advanced, to engage men who followed those respective trades to complete the houses for him. On the foregoing facts I have come to the conclusion, after some hesitation, that King ought to be regarded not as an independent contractor, but as a servant engaged by the job. He was not following a distinct calling, like the drover, but carrying on a kind of subordinate business to that of a builder, which was exercised by defendant. His engagement was simply by parol, and his remuneration was not a lump sum for the whole work, but a sum varying in amount according to the quantity of work finished. In short, I cannot draw any sensible distinction between his position and that of any other servant who executes piece work. It is true that the persons he employed were in one sense his servants, for he hired them and paid them their wages; but still, in the eye of the law, they were also the servants of the defendant—that is, if King himself could be included in that category. This is clear from several authorities. (See *Sadler v. Henlock*, 3 W. R. 181, 4 El. & Bl. 578, per Crompton, J.; *Wiggett v. Fox*, 5 W. R. 254; 11 Ex. R. 832. The last case cited confirms me in my view that King ought to be considered as the defendant's servant. There the defendant, having contracted to erect a tower at the Crystal Palace, made a sub-contract with a man named Moss to do by piece-work particular portions of the hoisting and fixing the materials. Moss employed Hoggett, and he was unfortunately killed through the carelessness of one of Fox's servants. Hoggett's widow thereupon brought an action against Fox, but the Court nonsuited her, on the ground that Moss and his workmen were the servants of the defendant, and consequently fellow-servants with the man who caused the death. In this case Pollock, C.B., put the following question to the counsel who was arguing in favour of the plaintiff, without eliciting any reply. "Suppose," said his Lordship, "a builder, who agrees to erect a house, makes separate contracts with other persons to complete certain portions of the works, as, for instance, with a bricklayer, a carpenter, and a plumber, are not the persons employed by the latter, the servants of the builder?" (11 Ex. 834, 835.) Baron Martin, too, observes, p. 836, "Moss was not a subcontractor in the sense that an action would lie against him by a stranger." I will only refer to one more authority, and that is the case of *Blake v. Thirst*, 11 W. R. 1034, which was decided in 1863, and which, as far as I know, is the last decision on the subject. There the defendant, a builder, contracted to make a sewer, and verbally underlet to A. the excavation and brickwork at a fixed price per rod, including fencing, watching, and lighting. A. was to have the entire superintendence of the

work, and the workmen were engaged by A. who paid them by time, having his own timekeeper. The excavation having been left unlighted, the plaintiff fell into it and was injured; on these facts the Court held that the defendant (the builder) was liable, as A. was only a servant of his. This case appears to me a very strong authority in favour of the plaintiff, and as such I shall act upon it. Judgment may be entered for the amount claimed.

#### WANDSWORTH.

(Before H. J. STONOR, Esq., Judge.)

Oct. 13.—*Smith v. Filler*

*The law as to notice to leave between domestic servants and their employers,*

This was a claim for a month's wages by a domestic servant. She had gone into the service on the 2nd of July, and, not liking the place, she gave notice on the 15th of her intention to leave when a month from the commencement of the service had expired. On the 3rd of August she left, and the defendant refused her wages, on the ground that she had only served a fortnight since she had given notice, and that she ought to serve another fortnight to make up the month.

Mr. Ody, for the plaintiff, said that as this was the first month of the service, plaintiff need not have given any notice, either party being at liberty to terminate the engagement at the end of the month. That was Mr. Pitt Taylor's view of the law, but let that be as it might, there was no defence to this action. If the defendant had been damaged by plaintiff's insufficient notice, his remedy was by an action against her for damages.

Mr. STONOR said he was aware that Mr. Pitt Taylor held peculiar views on this subject. With regard to the first month the learned judge at the Lambeth Court held that it was "essentially probationary." There had been no case on the point in a superior court, and he (Mr. Stonor) had therefore consulted several of his brethren on the bench, and they differed from Mr. Pitt Taylor, holding that the law as administered at Lambeth was entirely exceptional. That, however, was not the point at issue in this case. On the facts before him he must give judgment for the plaintiff for the amount claimed, with costs.

[It will be seen from the next case that Mr. Ody has slightly misapprehended Mr. Pitt Taylor's view of the law; and that, although Mr. Stonor differs from Mr. Pitt Taylor as to the notice necessary during the first month, the foregoing case would have been decided in precisely the same manner at Lambeth.]

#### LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Oct. 20.—*Hull v. Murby*.

The plaintiff, a domestic servant, claimed a month's wages in lieu of notice. It appeared that the plaintiff went into the service in August last, and at the end of three weeks was discharged on the ground of incompetence, without notice, but with the whole month's wages. The plaintiff's view of the matter was that she was entitled to stay a month and then to have a month's notice, or a month's wages. The defendant's view was that a servant might be discharged at any time during the first month on paying the wages for that month.

Mr. PITT TAYLOR said both parties had mistaken the law. The first fortnight was in fact the test of the fitness of the parties for each other, and at any time during that period either of them might give notice to terminate the engagement at the end of the month. If the parties did not discover their unfitness for each other until after the expiration of a fortnight, they were then bound to give a month's notice. In this case it had taken the mistress three weeks to discover the maid's incapacity, and a month's notice, therefore, had become necessary, but as a month's wages had been paid, and only three week's service rendered, the plaintiff was entitled to make up the month's wages in lieu of a month's notice. The judgment was therefore for three weeks' wages.

#### Moss v. Whitmore.

*Service of summons.*

This was a claim by Mr. Alfred Moss, an attorney, for work done. The summons was against "E. Whitmore," described as a beerseller, and the bailiff endorsed his copy as having served the summons on "Mrs. Whitmore." Mr.

Moss said he intended to sue Mrs. Whitmore, and asked his Honour to amend the summons by adding "widow."

Mr. PITT TAYLOR said he could not do anything of the kind. The summons was addressed to "E. Whitmore," and with nothing to show that a female was intended. The presumption was always that a male was meant, unless the contrary was stated. The cause must be struck out, the summons not having been properly served, through the insufficiency of the instructions furnished by the plaintiff.

#### ABERGAVENNY.

(Before J. M. HERBERT, Esq., Judge.)

Oct. 15.—*Jones v. Jones.*

*Suit for Administration.*

A. by his will gave leaseholds for years to B. for life, remainder to a number of persons, and appointed C. executor. B. having died, D., one of the persons entitled in remainder, institutes this suit against C., as executor, for an administration decree.

Bill dismissed, upon the ground that the executor having assented to the life estate, the persons in remainder were all legally entitled, and that nothing remained in the executor to administer.

#### APPOINTMENTS.

Mr. GEORGE DUNDAS, an advocate of the Scottish bar, has been appointed one of the Lords of Session in Scotland, in the room of John Marshall, Esq. (Lord Curriehill), resigned. Mr. Dundas will assume the courtesy title of Lord Manor. The new judge became a member of the Scottish Faculty of Advocates in 1826, and has been for some time Vice-Dean of the Faculty. He has served for many years as Sheriff of Selkirkshire. He took his seat on Tuesday last.

Mr. THOMAS WARD BLAGG, solicitor, of St. Albans (firm Blagg & Edward), has been appointed to the Registrarship of the County Court of St. Albans, vacant by the death of Mr. William Balcombe Simpson. Mr. Blagg was certificated in Trinity Term, 1827, and has for nearly forty years held the offices of Town Clerk and Clerk of the Peace in the borough.

Mr. MICHAEL HARRISON, Q.C., Solicitor-General for Ireland, has been appointed a judge of the Court of Bankruptcy in Ireland, in succession to the Hon. Walter Berwick, who perished in the Abergele railway disaster. Mr. Harrison was called to the bar in Ireland in Trinity Term, 1849, and became a Queen's Counsel in February, 1863. He was appointed Solicitor-General for Ireland in October, 1867.

#### GENERAL CORRESPONDENCE.

Sir,—Would you or your correspondents kindly assist me in fixing upon a course of study preparatory to the final examination in the three branches of common law, equity, and conveyancing, pointing out the best books upon these subjects; and so oblige one who desires to avoid all "cramming," but yet to confine himself to what is necessary to master the subjects named? ARTICLED CLERK.

#### ARE WOMEN "MEN"?

Sir,—On the question of the right of women to vote under the Reform Act of 1867, several judgments (and some of them very able judgments) have been delivered by revising barristers, most of them against the right. Without meaning any disparagement to the careful and able arguments that have been addressed to the revision courts by the agents in the several cases, it appears to me that much may yet be usefully said upon the subject, and I propose to address to you some further arguments in support of the women's claim. I need not say that I throw aside all questions as to the propriety or impropriety, the policy or impolicy, of giving the electoral right to women. What we have to discuss is the construction of an Act of Parliament—nothing more, and nothing less; and I shall confine myself strictly to legal argument.

Now, in the first place it appears to me that a great deal too much stress has been laid by the advocates of the women's right upon old *dicta*, and even upon old decisions and facts; and it appears to me also, with great deference to

the revising barristers, that they have expended an almost unnecessary amount of judicial acumen in sifting those old authorities. It may, and I think must be, conceded that some centuries ago the right of women to vote was, in some cases, recognised, and that there were instances, though very few, of women actually voting. But it must also be conceded that the right never was exercised, or even thought of, for two centuries preceding the Act of 1832, and that from the date of that Act down to 1867 it was expressly abrogated. The argument, therefore, to be drawn from these old authorities and very sparse practice is perfectly worthless for the purpose of establishing an actual right prior to the Act of 1867. An argument of some kind, *quantum valeat*, may perhaps be founded upon them (with reference to the construction of the Act of 1867), to which I will presently allude; but, as a positive argument, I admit at once that it is not worth the trouble that the revising barristers have taken to demolish it.

The arguments for the right of women to vote must, I apprehend, be founded principally, if not exclusively, upon the internal custom of the Act of 1867, with the light thrown upon it by the Act of 1832 and the Act of 1850, which last is of course (so far as the interpretation clause is concerned) incorporated with the Act of 1867.

Let me now, therefore, proceed to analyse these Acts. In the Act of 1832 the Legislature used the words "male person." At that time there was no General Interpretation Act, and the words "male person" could have but one signification—the male as distinguished from the female of the genus "man." In the Act of 1867 the Legislature has thought fit to depart from that language and to use the word "man." Now, I believe I am right in saying that, in construing Acts of Parliament, we are bound to presume that the Legislature does not use language loosely or carelessly, but that when it uses a specific word, it attaches to it a meaning; and we must presume that when the Legislature uses words different from those used in a previous statute made *in pari materia*, it does so *scienter*, and that it attaches to the new words a meaning differing in some respect from the meaning of the word previously used. When, therefore, the Legislature discarded the words "male person" in a statute made *in pari materia*, and adopted the word "man," it must have intended something different (I do not say at present how far different) from "male person." That, at least, is one of the rules of construction applied not only to Acts of Parliament, but to wills and deeds, as every lawyer knows. Now, if the Legislature had itself put a Parliamentary construction upon the word "man," all difficulty might have been, perhaps, avoided. But it has not done so. From first to last there is not a word of explanation in the Act of 1867 as to what Parliament specifically intended by the use of the word "man." We are therefore thrown back (as in all such cases) for the construction of the word upon its meaning according to the usage and practice of the English language as used and practised by educated writers and speakers; and there cannot be a doubt that, taking the usage and practice of the English language as the standard, the word "man" is a word of double meaning. It may, according to the circumstances to which it is applied, mean man in a generic sense, man male and female, or it may mean man male only. Innumerable instances of this double meaning of the word might be cited. I will refer only to two, as examples. If a philosophical writer were to say, "Man is a gregarious animal," every educated person would understand him as speaking of the genus *homo*, man male and female. On the other hand, if one were to say, "Sir R. Napier ordered his men to storm Magdala," no one would suppose that women were spoken of. The word man, therefore, as used in the Act, is capable of a double meaning, and in construing the Act, we have to see whether there is anything in the circumstances to which it applies to induce the adoption of one construction rather than the other.

And here the arguments are very closely balanced. On the one side there is the argument that, as the right has never been exercised for a very long period, Parliament can hardly have intended to introduce it by the use of an ambiguous word; but then the answer to that is, that the right is proved to have once existed, though it has fallen into desuetude, so that Parliament would be rather rehabilitating an old right than creating an entirely new right. On the other hand, there is the argument that the general intention of the Act, to be collected from its provisions, is to extend the franchise—an intention which would be carried into



effect by giving the word man its widest signification, while an opposite construction would tend to contract and defeat that general intention.

It has been argued, in some of the judgments delivered, that it would be *absurd* to suppose that Parliament intended to give the franchise to women. But in what does the absurdity consist? In the days of the East India Company women (if sufficient stockholders) voted for the appointment of the directors—that is, of the actual governors of our Indian Empire. At this day women shareholders in companies vote as well as men. Now, what is there more absurd in women voting for members of Parliament than in their voting for the appointment of the *de facto* Governor of the whole of India? Besides, what is and what is not absurd is a matter of opinion as to which it would be quite impossible to produce satisfactory evidence. The conclusion to which, it appears to me, a lawyer must come if he had nothing but the body of the Act to guide him (without reference to the Interpretation Act) is that the Act is as nearly as possible a blank as to which of the interpretations of the word "man" the Legislature intended. There is nothing in the Act, or in the circumstances to which the Act applies, to show that the Legislature intended to include females, and nothing to show that it intended to exclude them; and then we have, in that state of doubt, to look to the interpretation clause, which the Act has incorporated with itself, and we have to inquire whether there is any express provision against the application of the interpretation clause. Now, not only is there no express provision against it, but there is a strong presumption, arising from the language of the Act of 1867 itself, that the Legislature did not intend to control the operation of the interpretation clause; because the Act of 1867 has an interpretation clause of its own, which does not contain a word on the subject. It must in law be presumed, that while framing the interpretation clause of the Act of 1867, the Legislature had before it the Act of 1850; and yet, with that Act before it, it deliberately frames an interpretation clause, omitting all mention of any control or modification of the clause of the Act of 1850. Here, as upon other points, the *argumentum ad absurdum* has been relied upon, and the instance of the Mutiny Act has been quoted as conclusive to show how absurd would be the general application of the Act of 1850. The answer to that argument is twofold. In the first place, the question is not whether the circumstances to which the Mutiny Act is applied are such as to make it absurd to construe the word "men" to include "women," but whether any of the circumstances to which the Reform Act applies are such as to make the application absurd. It might be that it would be absurd to apply the Interpretation Act to the Mutiny Act, but that would be no reason why it should be absurd to apply it to the Reform Act. In the next place, the two Acts are of a totally different character. The Reform Act purports to give rights to certain persons, and we have to find out who are those persons; the Mutiny Act gives no right to any of the Queen's subjects to become soldiers; all that it does, is to give authority to the Queen to enlist and pay a certain number of men as soldiers; and even if the Act of 1850 did apply, the Queen would not be bound to select women for soldiers. So that the Mutiny Act is, as it appears to me, quite out of the question as showing any absurdity in applying the Act of 1850 to the Act of 1867.

Finally, the whole and sole question is, I submit, this—Is or not the body of the Act ambiguous as to the meaning of the word "men?" Is or not the word, tested by the rules of the English language, capable of two meanings, and is there anything in the body of the Act itself to show clearly (with the aid of the Interpretation Act) which the Legislature intended? And, lastly, is there anything in the Act itself, or in the circumstances to which it applies, to exclude the application of the Interpretation Act, in the absence of any express provision to that effect?

A CHANCERY BARRISTER.

#### THE LEGAL PROFESSION.

Sir,—Will you allow me to make a few comments upon the extract from the *Pall Mall Gazette* which appeared in the columns of the last number of your Journal.

In starting let me say that I quite agree with the general proposition there laid down, that the two branches of the law formed by counsel or barristers on the one hand and attorneys and solicitors on the other, are best separate

and distinct. But my reasons for that conclusion differ most widely from those of the writer in the *Pall Mall Gazette*.

Sir, the whole legal profession of to-day is very different to what it was a century ago. Judges are altered; barristers are altered; and attorneys are altered—and if you ask me why? I answer, because the law itself has been altered. A hundred years ago the law was choked up with a number of harsh technical rules, which, although originated for the most laudable and purest motives, nevertheless, in process of time, caused the flow of justice to stagnate, and proved the law of England to be but the work of men. In that day there were nice and subtle distinctions between the forms of action which seemed to exist for no other purpose than to entrap the unhappy suitor into ruin. In that day the misspelling of a word, the omission of a letter, the most obvious mistake; the most trivial, the most petty circumstance was held sufficient for a nonsuit, which in only too many cases meant a denial of justice altogether.

Is it surprising then that, the law abounding as it did with nice technical rules, lawyers should sometimes appear to quibble; that the law preferring form to substance, and loving trifles as it once did, the lawyers who studied that law should sometimes attach undue weight to forms and what the world thought trifles.

The fault lies in the system, not in the men. But the suitors paused not to discriminate: nor indeed could they be expected to. The man who from affluence was reduced to beggary, was not disposed to scrutinize over closely to see where the fault was. His indignation was roused at the injustice, and he flung his censure upon the law and its administrators alike. The poor attorney, with whom he was brought in closest contact, and upon whom consequently he looked as in some way the embodiment of the law, bore the brunt of his anger, and incurred, though most unjustly, the greatest share of condemnation. There was yet another cause. The attorney is the man who puts the law in motion, and hence he was (and is) hated, with a hatred how bitter! by the breaker of that law. The man who stole another's handkerchief or estate, or, what is the same thing, wilfully withheld either from the rightful owner, and was compelled to restore it by an attorney; or, to go less far, and take the "respectable" man, the man of "fortune" and "position," who, being far too wise to bring himself within the grasp of the criminal law, sought by the low arts of trickery, chicanery, and fraud to gain a wrongful advantage over another, when such a man found all his cunning schemes frustrated by an attorney, he reeked forth his vengeance of slander upon him with a malignity and persistency that only his infamous nature was capable of—so that when honest men heard the same cry raised on every side (for the number of bad men was, and is, unhappily only too large) they were led against their better natures to suppose that there was some foundations for those accusations. Even at the present day this cause exerts itself, only with infinitely less effect; for the common sense of mankind begins to show them at last the utter falsity of the charges. Yet so it was; the wronged and the wronging combined, though for very different reasons, to attack the professor of law. Thus the "lawyer" passed into a byword, and "attorney" became a term of reproach.

But, sir, consider—calmly and impartially consider—did the attorney really deserve the opinions which men once held of them? It always was (and still is) the duty of an attorney to serve his client in every possible method that lay in his power, provided only such method be consistent with right and justice. But what is right and justice? How are we to define it unless we say, right and justice is that which is prescribed and permitted by the laws of the land. If this be so (and who shall deny it?) it must follow that to take every advantage on behalf of his client that the law offered was not only permitted, but actually imposed and enjoined on the attorney as a duty. And so we find in fact, it was; for had the attorney refused to seize every opportunity the law offered as it then stood, however mean and petty it might appear, he was liable to an action for damages at the suit of his client for a breach of his duty.

And yet the attorney was not alone in what he did. The barrister acted in precisely the same manner. There was always this difference, however, viz., the law by no means compelled the barrister to do so, and did not expose him to action if he declined. Moreover, as the public were not brought into direct contact with them, they escaped the

opprobrium that was heaped upon the less fortunate attorney.

So it was. Happily it is all changed now. After many efforts, dating as far back as the reign of Henry VIII., the Legislature at last succeeded, by means of the Common Law Procedure Acts, in sweeping away the accumulations of centuries; and justice, who till then hid herself within a maze of subtleties and technicalities, came forth upon the plain to be accessible to all the realm.

And, sir, what is the result? Surely this. That men now see and acknowledge that lawyers are just, true, and honourable men after all; and that the attorneys, whom they slandered upon their stages and libelled in their novels, are *as just, as true, and as honourable men as their brethren at the bar*. They are no longer looked upon as a lower class of men than their fellows the barristers; their branch is no longer considered inferior in any way to what used to be called the higher branch of the profession. It is acknowledged that an attorney requires as much talent, learning, and liberality of mind as the barrister, although his talent may be of a different description, and his learning spread over many subjects instead of confined to one. They are recognised as the equals to their brethren of the bar in descent, in education, and in social position. Both branches originally spring from the same stem, and they frequently divide the sons of the same house to-day.

In what then do they differ? Sir, the writer whom you quote himself supplies the answer. "An attorney," he says, "will refer at certain points to a barrister as naturally as the general practitioner will refer at a certain point to a consulting physician or surgeon who has made a study of particular diseases." Precisely. The medical general practitioner, like the legal general practitioner, explores the whole field of his science, while the "consulting physician or surgeon," like the barrister, confines his attention to some particular point. Their learning differs not so much in the amount as in the subject. While the one spreads his attention over the whole range of his science, the other consecrates all his powers upon some single division of it; and hence naturally is better acquainted with that division. It is altogether new to me, however, that the medical general practitioner is, as such, in any way inferior to a "consulting physician or surgeon," and I do not suppose that the writer really means to say he is. The truth seems to be, he has instituted a very just comparison without perceiving that it really cut away the ground from under his feet.

The perusal of the extract produced, I confess, a very painful impression upon my mind. I intended when I commenced this letter to have criticised it somewhat minutely. But I find I must forbear, lest in doing so I should descend to the illiberal spirit (to say the least) as that in which the article must have been written. As it is I shall merely point out two grave errors, and in as concise a way as possible.

The first is to the effect that the solicitors and attorneys' branch of the profession is the most money-making of the two. I am sure it is quite new to attorneys and solicitors that "the appointments open to them are extremely lucrative and very numerous," and as for the "eminent member" whom the *Pall Mall Gazette* "could mention" who threw up in indignation the affairs of a company which he had conducted because they offered him the salary of a puisne "judge," he is, in my candid opinion, the creature of the overwrought imagination of the too zealous writer. The fact is, there never was a greater mistake than to suppose that the attorneys and solicitors of the present day are money-making men. How rare a thing is it to find a rich solicitor. However talented he may be, he is bound down to an antiquated scale of fees which, owing to the change in the value of money, are not a tenth part of what they were, so that while the architect or auctioneer can make his twenty guineas a day, and the barrister his twenty guineas in as many minutes, the solicitor can recover no more than the miserable pittance of two guineas per diem! One fourth, and sometimes even more, of a solicitor's bill is composed of payments of hard cash out of pocket for stamps, court, and council fees &c., and after deducting from the remainder a heavy tax, a fabulous office rent, clerks' salaries and the like, there is left an amount of profit that will scarcely justify the appellation of "extremely lucrative." But what can be more eloquent than the figures appearing in the paper of Mr. Jevons of Liverpool, which was printed in your journal for the 3rd inst. Is it there shown that in the space of thirty years (from 1837 to 1867) that the barristers "have

more than tripled in numbers, whilst the attorneys and solicitors" have scarcely "increased at all." I refer the writer whom you quote, if he should see this letter, and also all to whom the subject may be of interest, to the paper mentioned, as also to a paper read by Mr. Turner before the Metropolitan and Provincial Law Association, and printed in your journal for 23rd June, 1866.

The next error is—but how shall I specify it? I run through the whole passage you have quoted. There is scarcely a single sentence which does not indicate the writer's notion that attorneys are an extremely ignorant and inferior class of men, indeed mere machines in the hands of the barristers, and that they are constantly endeavouring to "pull down" the latter to their own degraded condition.

Perhaps, after all, sir, this singular production is due more from sheer ignorance of the subject than any premeditated intention to prevent truth. Its dogmatical and confident tone, too, seems to strengthen this supposition, for ignorance and positiveness are invariably found together. I hope it is so; for I would much rather have a gentleman display a want of knowledge than a want of courtesy. For a man to write upon a subject with which he is unacquainted, although foolish, is excusable, but to deliberately defame an upright and honourable body of men, like the attorneys and solicitors of England, is what a gentleman would neither do himself nor pardon in another. J. J.

## IRELAND.

### RECORDER'S COURT, DUBLIN.

Oct. 16.—*Manders, Appellants; Webb, Respondent.*

This was an appeal from the Lord Mayor's Court. The appellants are bakers in Dublin, and the respondent Deputy-Clerk of the Markets. The facts proved were as follows:—A man named Phillips purchased a loaf at the bakery of Messrs. Manders & Co., by direction of the respondent. He asked for a 2 lb. loaf, and received a loaf which he paid for as, and at the price of, a 2 lb. loaf. Phillips brought the loaf to the respondent, who weighed it, and found it weighed only 1 lb. 15 oz. A summons to the Lord Mayor's Court was then issued charging Messrs. Manders with, first, selling bread under weight; and, second, selling bread not by weight, contrary to the Act 1 & 2 Vict. c. 28 (6 & 7 Will. 4, c. 37, Eng.). It was proved on behalf of Messrs. Manders that it was their custom to allow 9 oz. for shrinkage in the oven, and that, when the loaves came out of the oven, a few from every batch were weighed as a test; and that it was found by experience that this allowance was sufficient, and that the loaves, when taken from the oven, were generally over weight, and kept above the weight for three days. It was admitted that the loaf had not been weighed at the counter at or immediately preceding the sale, nor was there any evidence that this identical loaf had ever been weighed at all. It was also admitted that the loaf was not "French or fancy bread," so as to come within the exception in the statute. The Lord Mayor held that the bread had not been sold by weight, within the meaning of the Act, and convicted the Messrs. Manders, and fined them five shillings. From this decision they now appealed.

*Lawson, Q.C., and John Naish, for the appellants.*

*J. B. Murphy, Q.C., and George Waters, for the respondent.*

*Jones v. Huxtable*, 15 W. R. 900, L. R. 2 Q. B. 460, was cited, and the part of the summons charging the selling bread under weight was abandoned.

The learned Recorder said he could not say he approved of the principle of *Jones v. Huxtable*, but he thought the present case differed from that in several points. First, a much larger shrinkage was allowed here, 9 oz. to the 2 lb., the shrinkage in *Jones v. Huxtable* being only 5 oz. to the quarter loaf; secondly, in that case the loaf was sold as a quarter loaf, and not as a 4 lb. loaf; thirdly, there was no evidence in *Jones v. Huxtable* of the testing after baking, which was the practice of the Messrs. Manders. He did not think it necessary for the baker to weigh every loaf at the time of the sale unless requested to do so by the customer. He would therefore reverse the Lord Mayor's decision, there being a sufficient compliance with the provisions of the statute in the course of trade adopted by Messrs. Manders.

*Conviction quashed.*

## OBITUARY.

## MR. HERBERT OWEN.

The death is announced of Herbert Owen, Esq., Revising Barrister of West Gloucestershire, who expired suddenly at Weymouth on the 14th October, in the 58th year of his age. Mr. Owen was called to the bar at the Inner Temple in June, 1836, and was a member of the Oxford Circuit, practising also at the Worcester, and formerly at the Stafford, Sessions.

## MR. C. EVANS.

This gentleman, who was one of the oldest members of the Norfolk Circuit, was thrown from his horse on the evening of the 21st October, and sustained such injuries that he died at Norwich soon afterwards. Mr. Evans was called to the bar at Lincoln's Inn in February, 1823, and for some years held the office of Chancellor of the diocese of Norwich. He was chairman of the Norwich Union Insurance Company.

## MR. WILLIAM MARSHALL.

A few weeks ago we recorded the death of Mr. John Edwin Marshall, Registrar of the Sunderland County Court. We have now to announce the decease of his eldest son, Mr. William Marshall, solicitor, of Hartlepool, who expired at that town on the 2nd of October. Mr. Marshall was admitted to practise as a solicitor in Easter Term, 1854, soon after he had attained his majority, and for some time practised at Durham, where he held the office of solicitor to the Durham Trades Protection Society. About twelve years ago he removed to Hartlepool, where he had a rapidly increasing practice. During the last illness of his father he acted as registrar of the Sunderland County Court. His death was very sudden, being attributable to a paralytic stroke following on an abscess in the side. Mr. Marshall, who was in his thirty-sixth year, leaves a widow and two children.

## MR. ALFRED HENDERSON.

The death of Mr. Alfred Henderson, solicitor, of Bristol, took place somewhat suddenly, at Teignmouth, a few weeks ago. Mr. Henderson was certificated as an attorney in Hilary Term, 1845, and was a perpetual commissioner; he was also a member of the Metropolitan and Provincial Law Association. The *Grocer* newspaper has the following notice of an incident in the deceased gentleman's professional career:—"Mr. Henderson's practice was almost exclusively in the Bankruptcy Court, and for pertinacity and shrewdness he had few equals. He will be principally recollected for his exertions in the case of Robert Wells, wholesale grocer, of Nelson-street, Bristol, perhaps the most extraordinary matter which has ever come before the Bristol District Court. Although the proceedings took place eight years ago, they are still fresh in the recollection of many in the trade. The bankrupt, in addition to his wholesale business, had opened a number of retail shops; and when his affairs were in a state of insolvency, it was discovered by Mr. Henderson, who acted for the assignees, that he had secreted several thousand pounds' worth of goods at Newport, making out that they were in payment of a debt due to his clerk, Battishill, who had absconded. At considerable expense and trouble, Mr. Henderson traced the clerk to Jersey; he was convicted of perjury, and sentenced to eighteen months' imprisonment. Mr. Henderson's bill amounted to some thousands of pounds, and yet the creditors were so satisfied with his extraordinary exertions that they not only paid his full demand, but presented him with a very valuable testimonial.

## LAW STUDENTS' JOURNAL.

## EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

## Michaelmas Term.

## INTERMEDIATE EXAMINATION.

Thursday, the 12th November, is the day appointed for the examination of persons under articles of clerkship to attorneys; candidates for examination are to attend on that day at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane. The examination

will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., to be left with the Secretary on or before Monday, the 26th inst.; and in case articles and testimonials of service have been already deposited, they should be re-entered, the fee paid, and the answers completed on or before the 26th inst.

Candidates applying to be examined under the 4th section of the Attorneys Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 26th inst.

Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service are not required to leave replies to the further questions again.

Fee, each term, on articles and testimonials of service, 5s.; not to be sent in postage stamps.

## FINAL EXAMINATION.

Tuesday, the 10th, and Wednesday, the 11th November, are the days appointed for the examination of persons applying to be admitted as attorneys; candidates for examination are to attend on those days at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society, Chancery Lane. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., to be left with the Secretary on or before Saturday, the 31st inst. If the articles were executed after the 1st January, 1861, the certificate of having passed the intermediate examination should be left at the same time, and in case articles and testimonials of service have been already deposited, they should be re-entered, the fee paid, and the answers completed on or before the 31st inst.

Candidates applying to be examined under the 4th section of the Attorneys Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before 31st October.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 31st October, and answers up to that time.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary; 2. Common and Statute Law, and Practice of the Courts; 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary; 5. Equity, and Practice of the Courts; 6. Bankruptcy, and Practice of the Courts; 7. Criminal Law, and Proceedings before Justices of the Peace.

Each Candidate is required to answer all the preliminary questions (Nos 1 and 4); and also to answer in three of the other heads of inquiry, viz.:—Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in bankruptcy and in criminal law and proceedings before justices of the peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service are not required to leave replies to the further questions again.

Fee, each term, on articles and testimonials of service, 15s.; not to be sent in postage stamps.

## COURT PAPERS.

## CHANCERY VACATION.

The Master of the Rolls will attend at the Rolls House on Saturday, the 24th October, 1868, at eleven o'clock a.m.

THE ARREARS IN THE COMMON LAW COURTS.—Yesterday the long vacation terminated, and the offices of the Common Law Courts will now resume their usual activity in preparation for the ensuing Michaelmas Term. The arrears of rules, &c., in the common law courts are: In the Queen's Bench, 114; in



the Common Pleas, 50; and in the Exchequer, only 18. In the Queen's Bench there are 41 rules for new trials, 64 in the special paper, and 7 enlarged rules. In the Common Pleas there are 10 new trial rules, 3 enlarged rules, and 34 demurrers and 3 cases for judgment. There are in the Exchequer 9 new trials, including 2 for judgment; in the peremptory paper 2 rules; and in the special paper 2 for judgment, and 7 for argument.

**LORD CURRIEHILL.**—His Lordship has resigned his seat as a judge of the Court of Session in Scotland, and has been succeeded by Mr. George Dundas, Sheriff of Selkirkshire. Lord Curriehill was originally Mr. John Marshall, and was educated at the University of Edinburgh. He became an advocate at the Scottish bar in 1818, and was elected Dean of the Faculty of Advocates in March, 1852. In November of the same year he was appointed a judge of the Court of Session in Scotland, and then assumed the courtesy title of Lord Curriehill.

## PUBLIC COMPANIES.

LAST QUOTATION, Oct. 23, 1868.

[From the Official List of the actual business transacted.]

### GOVERNMENT FUNDS.

3 per Cent. Consols. 24½	Annuities, April, '85
Ditto for Account, Nov. 5, 94½	Do. (Red Sea T.) Aug. 1908
5 per Cent. Reduced, 93½	Ex Bills, £1000, per Ct. 21 p m
New 3 per Cent., 93½	Ditto, £500, Do 21 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 21 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per
Do. 5 per Cent., Jan. '72	Ct. (last half-year) 24½
Annuities, Jan. '80 —	Ditto for Account.

### INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 215	Ind. Inf. Pr., 5 p Ct., Jan. '79 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 111
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '68 104	Do. Do., 5 per Cent., Aug. '73 106
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Ct., £1000 23 pm
Ditto Enforced Ppr., 4 per Cent. 92½	Ditto, ditto, under £1000, 23 pm

### RAILWAY STOCK.

Shares	Railways.	Paid	Closing prices
Stock	Bristol and Exeter .....	100	78
Stock	Caledonian .....	100	72
Stock	Glasgow and South-Western .....	100	92
Stock	Great Eastern Ordinary Stock .....	100	41½
Stock	Do., East Anglian Stock, No. 2 .....	100	8½
Stock	Great Northern .....	100	108
Stock	Do., A Stock .....	100	106½
Stock	Great Southern and Western of Ireland .....	100	97
Stock	Great Western—Original .....	100	49
Stock	Do., West Midland—Oxford .....	100	28
Stock	Do., do.—Newport .....	100	32
Stock	Lancashire and Yorkshire .....	100	128½
Stock	London, Brighton, and South Coast .....	100	52½
Stock	London, Chatham, and Dover .....	100	117½
Stock	London and North-Western .....	100	112
Stock	London and South-Western .....	100	88
Stock	Manchester, Sheffield, and Lincoln .....	100	48
Stock	Metropolitan .....	100	107½
Stock	Midland .....	100	113
Stock	Do., Birmingham and Derby .....	100	80
Stock	North British .....	100	32½
Stock	North London .....	100	122
Stock	North Staffordshire .....	100	58
Stock	South Devon .....	100	45
Stock	South-Eastern .....	100	78
Stock	Taff Vale .....	100	148

\* A receives no dividend until 6 per cent. has been paid to B.

### MONEY MARKET AND CITY INTELLIGENCE.

The steady though uneventful course of the week before last gave rise to anticipations of the long looked for permanent improvement of the money market. The week which has just passed appeared at one time to be continuing fairly in the track of its predecessor. The funds, however, received a check on Wednesday, in consequence, apparently, of a probability of the bullion influx being lessened by the decline in foreign exchanges. Foreign securities lost much of their buoyancy at the same time. The markets, however, appear to be recovering from this check. The supply of money is very plentiful.

### ESTATE EXCHANGE REPORT.

#### AT THE MART.

Oct. 8.—By Messrs. BEAZEL.

Freehold house, with 2 shops, situate in High-street, Brentwood, Essex let at £40 per annum—Sold for £350.  
Copyhold farm, known as Layers, in the parish of Willingdale Doe, Essex, comprising a farmhouse, homestead, buildings, 2 cottages and 25a 1r 2ap of land—Sold for £1,070.  
Copyhold, 2 cottages and 6a 0r 3ap of land, in the parish of Willingdale Spain, Essex—sold for £250.

A £100 share in the Chelmer and Blackwater Navigation Company—Sold for £39.

By Messrs. C. C. & T. MOORE.

Leasehold, 3 houses, Nos. 5 to 7, Bohn-street, Edward-street, Mile-end, producing £54 12s. per annum; term, 87 years, ground rent, £7—Sold for £275.  
Leasehold, 2 houses, Nos. 11 and 12, Cologne-st, Mile-end, producing £56 8s. per annum; term, 37 years, at £7 per annum—Sold for £200.  
Leasehold, 2 houses, Nos. 23 and 24, William-street, Cannon-street-road, and 2 houses, Nos. 2 and 3, Humber-court, in rear, producing £72 6s. per annum; term, 34 years, ground rent £10 per annum—Sold for £415.  
Leasehold, five houses, one with shop, Nos. 100, 102, 104, 106, and 108, Cornhill-street, St. George's East, producing £82 8s. per annum; term, 23 years unexpired, at £5 15s. per annum—Sold for £280.  
Leasehold residence, No. 12, Alfred-street, Bow-road; annual value, £32; term, 35 years; ground-rent, £4 13s. 6d. per annum—Sold for £420.  
Leasehold house, No. 1, Walter street, Portland-street, Stepney; annual value, £28; term, 50 years; ground rent, £2 per annum—Sold for £270.  
Leasehold, 2 houses, Nos. 5 and 6, Ann-street, Green-street, Stepney, producing £46 16s. per annum; term, 55 years unexpired; ground rent, £6 6s. per annum—Sold for £285.  
Freehold, 2 houses, Nos. 45 and 75, West-street, Devonshire-street, Mile-end, producing £41 12s. per annum—Sold for £400.  
Fee farm rent, arising from No. 140, Aldersgate-street—Sold for £60.

By Mr. NEWBORN.

Freehold residence, No. 9, Stockwell-common—Sold for £5,600.  
Freehold residence, No. 8, South-place, Albion-road, Stoke Newington-green, annual value, £50—Sold for £550.  
Leasehold premises, No. 31, New Gloucester-street, Hoxton; let on lease at £28 per annum; term, 63 years from 1825, at 8s. per annum—Sold for £295.  
Leasehold house and shop, No. 32, New Gloucester-street, let on lease at £24 per annum; term and ground rent same as above—Sold for £240.  
Leasehold residence, No. 178, St. Paul's-road, Canonbury, annual value £50; term, 83½ years unexpired, at £8 8s. per annum—Sold for £460.  
Leasehold residence, known as Alma Villa, Tooting-road, Holloway; let at £52 10s. per annum; term expiring in 1932, at £5 16s. per annum—Sold for £500.

Oct. 16.—By Messrs. NORROW, TAIST, WATNEY, & Co.  
Freehold estate, known as Juniper Hall, situate in the Vale of Mickleham, Surrey, comprising a residence with stabling, cottages, park, &c., containing nearly 150 acres, also a leasehold plantation, containing 4a 2r 13p—Sold for £19,000.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

**BARDSWELL.**—On Oct. 15, at The Hurst, Walton-en-Thames, the wife of C. W. Bardswell, Esq., Barrister-at-Law, of a daughter.  
**MARCHANT.**—On Oct. 20, at 8, Stonehouse-terrace, Lewisham-road, Deptford, Kent, the wife of Thomas William Marchant, of a son.  
**ROBINS.**—On Oct. 21, at 27, Montague-place, Russell-square, the wife of Julian Robins, Esq., Barrister-at-Law, of a daughter.

#### MARRIAGES.

**COLCLOUGH—FORSTALL.**—On Oct. 14, at St. Mary's Catholic Church, Edinburgh, Henry Vesey Colclough, Esq., Solicitor, Dublin, to Kate, daughter of John Forstall, Esq., Broughton-street, Edinburgh.  
**FYFE—JONAS.**—On Oct. 15, at Dalton, J. Hamilton Fyfe, Esq., Barrister-at-Law, of the Middle Temple, to Mary Elizabeth, daughter of Henry L. Jonas, Esq., of Dalton-house, Dalton-in-Furness, Lancashire.

#### DEATHS.

**BILLINGS.**—On Oct. 18, Mary Ann Winning Billings, wife of Thomas Billings, Esq., Solicitor, Cheltenham, in her 67th year.  
**OWEN.**—On Oct. 14, at Weymouth, Herbert Owen, Esq., Barrister-at-Law, of the Inner Temple, and Revising Barrister for West Gloucestershire, aged 58.  
**SANDERSON.**—On Sept. 19, at Palm-cottage, St. Michael's, Barbadoes, Anne, widow of the Hon. Edward Dyer Sanderson, late Chief Justice, of Tobago, W.I., aged 58.

### LONDON GAZETTES.

#### Winding-up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Oct. 16, 1868.

Commercial Clothing Company (Limited).—Petition for winding up, presented Oct 15, directed to be heard before Vice-Chancellor Malins on the first petition day in November. Rooks & Co, Eastcheap, petitioner's solicitors.

Dewsbury United Brickmaking and Building Company (Limited).—Petition for winding up, presented Oct 12, directed to be heard before the Master of the Rolls on Nov 7. Ridsdale & Craddock, Gray's Inn, solicitors for the petitioners.

#### Friendly Societies Dissolved.

FRIDAY, Oct. 16, 1868.

Sisters in Union, Simon the Tanner Tavern, Long-lane, Bermondsey, Oct 14.

TUESDAY, Oct. 20, 1868.

Friendly Society, Crown Inn, Buckland Monachorum, Devon. Oct 19.

#### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 16, 1868.

Cole, Thos, Tottenham-et-rd, Coffee-house Keeper. Nov 12. Shoen & Hoscoe, Bedford-row.  
Cousins, Rev Dennis Louis, Bristol, Clerk. Dec 1. Tremerry, Bristol.

Fletcher, Jehu, Shrewsbury, Retired Innkeeper. Nov 14. Palin, Shrewsbury.  
 Freeling, Dame Jane, Clifton, Bristol, Widow. Dec 31. Davidson, Spring-gardens.  
 Freundlich, Sir Gee Hy, Connaught-pl West, Hyde-pk, Baronet. Dec 31. Davidson, Spring-gardens.  
 Friendlich, Herman, Sherboro, Africa, Merchant's Clerk. Jan 1. Hilbery, Crouch-down.  
 Greening, Joseph, Sheffield, Gent. Nov 14. Gainsford & Bramley, Sheffield.  
 Harrison, Eliz, Gloucester-pl, Hyde-pk, Widow. Nov 18. Topham, Middleham House, nr Bedale.  
 Higgins, John Ellis, Arrowe, Chester, Gent. Nov 30. Tyrer, Lpool.  
 Hulton, Rev Arthur Emilins, Roewath, Cumberland. Dec 10. Birch & Ingram, Lincoln's-inn-fields.  
 Lewis, Geo, Tyn-y-fro-Crickhowel, South Wales. Dec 20. Beachcroft & Thompson, King's-rd, Bedford-row.  
 Lucas, Mary Dorothy, Bryanston-sq, Widow. Dec 31. Torkington, Stamford.  
 Mantering, Hy, Acomb, York, Gent. Nov 2. Calvert, York.  
 McGough, Thos, Madras, East Indies, Colonel. March 1. Duff & Nephew, Nicholas-lane.  
 Mills, Edwin, Andenshaw, Lancaster, Inkeeper. Nov 30. Whitaker, Duchy of Lancaster Office, London.  
 Parmlter, Eliz, Thornbury, Gloucester, Spinster. Jan 1. Fry & Otter, Bristol.  
 Povey, John, Leamington Priors, Warwick, Esq. Dec 1. Dalton, Leicester.  
 Priarman, Jane, Bishopston, Durham, Spinster. Dec 1. Newby & Co, Stockton.  
 Ramsey, John, Beverley, York, Gent. Dec 1. Shepherd & Co, Beverley.  
 Smith, Geo, Trevic, Cornwall, Safety Fuze Manufacturer. Nov 21. Daniell, Camborne.  
 Strango, Thos, Beenham, Berks, Corn Factor. Dec 14. Merriman & Baskland, Queen's-st, Chapsale.  
 Vincent, Philip, Camborne, Cornwall, Surgeon. Nov 21. Daniell, Camborne.  
 Williams, Martha, York, Thirsk, Widow. Nov 12. Yewdall, Leeds.  
 Wilson, Joseph, Hayten, Cumberland, Yeoman. Jan 1. Hayton & Simpson, Cockermouth.  
 Wing, Geo, Mildenhall, Suffolk, Esq. Nov 13. Isaacson Son, Mildenhall.

TUESDAY, Oct. 20, 1868.

Addison, Thos Fenn, Gloucester, Gent. Dec 12. Washbourn, Gloucester.  
 Ballard, Geo, Tenterden, Kent, Yeoman. Nov 30. Wilson & Farrar, Cranbrook.  
 Bull, Jane Judith, Bath, Somerset. Dec 19. Watson & Fraser, Norwich.  
 Dinley, Rev Geo, South Hayes, Worcester, Clerk. Dec 24. Pidcock & Son, Worcester.  
 Garstang, Wm, Bromley, Kent, Esq. Dec 1. Hart, Folkestone.  
 Harwood, John Lee, Bristol, Collector of Benevolent Institutions. Dec 21. Brittan & Son, Bristol.  
 Hawksley, Jas, Southey, York, Farm Servant. Nov 14. Marshall, Sheffield.  
 Hemming, John Blizard, Worcester, Gent. Nov 30. Hyde & Clarke, Worcester.  
 Paine, Saml, Brighton, Sussex, Surgeon. Dec 1. Stuckey, Brighton.  
 Peet, Thos, Nottingham, Lace Manufacturer. March 1. Wells, Nottingham.  
 Perry, John, Bilston, Stafford, Maltster. Nov 30. Mason & Holmes, Bilston.  
 Perry, John, Warren Farm, Writtle, Essex, Farmer. Nov 30. Duffield, Chelmsford.  
 Rushington, Hon Stephen Rumbold, Morton Court, Kent, Dec 16. Kneucker, Dover.  
 Sloper, Geo Smith, Swansea, Glamorgan, Wine Merchant. Nov 30. Wittey, Devizes.  
 Unwin, Emily Mary, Putney, Surrey, Spinster. Dec 1. Young & Jackson, Essex.

**Deeds registered pursuant to Bankruptcy Act, 1861.**

FRIDAY, Oct. 16, 1868.

Gray, Jas Hopife, Birn, Lank Maker. Sept 25. Asst. Reg Oct 10.  
 Morley, Wm, Southwick, Sussex, Ginger Beer Manufacturer. Oct 7. Asst. Reg Oct 10.  
 Powell, John, Plough-lane, Battersea, Builder. Oct 8. Comp. Reg Oct 9.  
 Skoulding, Chas Edmund, Lansdowne-rd, Kensington, Clerk. Sept 30. Comp. Reg Oct 10.  
 Solomon, Nathan Moses, Brighton, Sussex, Tobaccoist. Sept 28. Comp. Reg Oct 10.  
 Taylor, Jas, Church-st, Kennington, Gasfitter. Sept 17. Comp. Reg Oct 10.  
 Thackrah, Hy, Leeds, Wool Merchant. Oct 8. Comp. Reg Oct 15.  
 White, Wm, St Cross, Southampton, Blacksmith. Sept 7. Comp. Reg Oct 3.

TUESDAY, Oct. 20, 1868.

Gullmant, Hy Louis Jean Baptiste, Repton, Derby, Professor of Languages. Sept 21. Comp. Reg Oct 19.  
 Kaye, Hy, Fearnley Tyas, York, Farmer. Sept 21. Asst. Reg Oct 19.  
 Ludlam, Joseph, Mount Pleasant, York, Draper. Sept 19. Comp. Reg Oct 17.  
 Maraden, Geo Anthony, Hanley, Stafford, Draper. Sept 24. Asst. Reg Oct 20.  
 Neale, Wm Michael, Westbourne-pl, Eaton-sq, Surgeon. Sept 30. Comp. Reg Oct 7.  
 Otte, John, Worthington, Cumberland, Joiner. Sept 21. Asst. Reg Oct 10.  
 Sanders, Hy, Ramsgate, Kent, Grocer. Oct 8. Asst. Reg Oct 17.  
 Taylor, Geo, Wivenhoe, Essex, Mariner. Sept 19. Asst. Reg Oct 17.  
 Wyatt, Fredk, Cumberland-st, Middlesex Hospital, Printer. Sept 9. Comp. Reg Sept 30.

**Bankrupts.**

FRIDAY, Oct. 16, 1868.

To Surrender in London.

Baker, John Manley, Worthing, Sussex, Ironmonger. Pet Oct 16. Pepps. Nov 3 at 11. Willett, Worthing.  
 Bodman, Jas Wm, Prisoner for Debt, London. Pet Oct 13 (for pau). Pepps. Nov 3 at 1. Biddles, South-sq, Gray's-inn.  
 Bradley, Thos, Upper John-st, Sloppey, Journeyman Baker. Pet Oct 8. Pepps. Oct 29 at 1. Harrison, Basinghall-st.  
 Brock, John, Prisoner for Debt, London. Pet Oct 13 (for pau). Pepps. Nov 3 at 1. Biddles, South-sq, Gray's-inn.  
 Challess, Hy, (trading under the name of George Williams), Orchard-st, Wandsworth, Dealer in Wearing Apparel. Pet Oct 14. Pepps. Nov 3 at 2. Lewis & Co, Basinghall-st.  
 Cheshier, Hy, Motcomb-st, Belgravia, Brushmaker. Pet Oct 14. Nov 4 at 1. Lomax, Old Bond-st.  
 Christmas, Robt Denn, Hounslow, Surgeon. Pet Oct 12. Pepps. Oct 30 at 1. Woodbridge, Clifford's-inn.  
 Fagg, Benj Wm, Prisoner for Debt, London. Pet Oct 13 (for pau). Pepps. Nov 3 at 1. Biddles, South-sq, Gray's-inn.  
 Gooch, Robt, Hertford-rd, Kingsland, Plumber. Pet Oct 12. Pepps. Oct 30 at 12. Angell, Guildhall-yard.  
 Horton, Wm, Prisoner for Debt, London. Pet Oct 10 (for pau). Pepps. Oct 30 at 1. Biddles, South-sq, Gray's-inn.  
 Hungate, Robt Ughtred, Gt Guildford-st, Southwark, out of business. Pet Oct 9. Oct 29 at 11. Biddles, South-sq, Gray's-inn.  
 Kimmals, Wm, Holton, East-end, Finchley, Brick Merchant. Pet Oct 13. Pepps. Nov 8 at 12. Riches, Chapsale.  
 Lance, John Hy, Wheat-rd, Croydon-common, Builder. Pet Oct 10. Pepps. Oct 30 at 12. Godfrey, Basinghall-st.  
 Mann, Edwd, Bristow-st, New-rd, out of business. Pet Oct 12. Pepps. Nov 3 at 11. Hicks, Francis-st, Hackney-wick.  
 McCutcheon, Thos Lister, Charrington-st, Oakley-sq, Meat Contractor. Pet Oct 13. Pepps. Nov 3 at 12. Ricketts, Frederick-st, Gray's-inn-rd.  
 Meason, Malcolm Ronald Laing, Prisoner for Debt, London. Pet Oct 12 (for pau). Brougham. Oct 29 at 11. Geatley, Bow-st, Covent-garden.  
 Perkins, Chas, Prisoner for Debt, London. Pet Oct 13 (for pau). Pepps. Nov 3 at 1. Biddles, South-sq, Gray's-inn.  
 Rogers, Alfred, Elgin-rd, Addiscombe, no occupation. Pet Oct 8. Pepps. Oct 19 at 11. Waterman, Chancery-lane.  
 Seth, Gustav Wilhelm Louis, Castle-st, Falcon-sq, Comm Agent. Pet Oct 12. Pepps. Oct 30 at 1. Treherne & Co, Aldermanbury.  
 Smith, John Moore, Cornhill, Architect. Pet Oct 13. Pepps. Nov 3 at 12. Hillerys & Co, Old Jewry.  
 Spencer, Wm, & John Norton, Thurgomerton-st, Stock Brokers. Pet Oct 7. Pepps. Nov 3 at 12. Lawrence & Co, Old Jewry.  
 Williams, Wm Joseph, Creek-rd, Deptford, Boat Builder. Pet Oct 9. Pepps. Oct 29 at 1. Bristow, Laurence Poultony-lane.  
 Wood, Chas, East Grinstead, Sussex, Retailer of Beer. Pet Oct 10. Pepps. Oct 30 at 12. Godfrey, Basinghall-st.

To Surrender in the Country.

Abraham, Himan, Monmouth, Abentillery, Jeweller. Pet Oct 14. Wilde, Bristol. Oct 28 at 11. Henderson & Salmon, Bristol.  
 Ambrey, John Wm Barrett, Stockport, Chester, Tailor. Pet Oct 8. Coppock, Stockport. Oct 30 at 12. Johnston, Stockport.  
 Backhouse, John, Bradford, York, Cabinet Maker. Pet Oct 8. Leeds. Oct 26 at 11. Wood & Killick, Bradford.  
 Barrow, John, Manch, Accountant. Pet Oct 12. Fardell, Manch, Oct 28 at 12. Cobbett & Co, Manch.  
 Battin, Alfred, King's-beath, Warwick, Commercial Clerk. Pet Oct 14. Hill. Birn. Oct 28 at 12. Maher, Birn.  
 Beech, Chas, Chas Thorne, & John Atkins, Hanley, Stafford, Timber Dealers. Pet Oct 7. Hill. Birn. Oct 28 at 12. Tyrer, Lpool.  
 Bevan, Wm, Hirwain, Glamorgan, Collier. Pet Oct 13. Rees. Aberdare, Oct 27 at 11. Rosser, Aberdare.  
 Bicheno, Edwd, Over, Cambridge, Cattle Dealer. Pet Oct 13. Margetta. Huntingdon, Oct 28 at 12. Hunt, Cambridge.  
 Boase, Wm, Plymouth, Devon, Brush Maker. Pet Oct 14. Pearce. East Stonehouse, Oct 28 at 11. Edmonds & Sons, Plymouth.  
 Boney, Ambrose, Penzance, Cornwall, Coal Merchant. Pet Oct 14. Exeter. Oct 30 at 12. Borne & Milton, Penzance.  
 Bowes, John, Choppington Guide Post, Northumberland, Bootmaker. Pet Oct 12. Brumell. Morpeth. Nov 2 at 10. Swan, Morpeth.  
 Briggs, Wm, Halifax, York, Bricklayer. Pet Oct 13. Rankin, Halifax. Oct 30 at 10. Jubb, Halifax.  
 Butterell, Wm, Heeley, Sheffield, out of business. Pet Oct 13. Wake. Sheffield. Oct 28 at 1. Dyson, Sheffield.  
 Chapman, Richd, Cloethorpes, Lincoln, Joiner. Adj Oct 8. Leeds, Oct 7 at 12.  
 Chivers, Richd Hy, Prisoner for Debt, Taunton. Adj Sept 19. Smith. Bath, Oct 27 at 11.  
 Clews, Josiah, Blunrich, Stafford, Farmer. Pet Oct 19. Walsall, Oct 29 at 12. Glover, Walsall.  
 Cooper, Fredk Thos, Chatham, Kent, Rope Maker. Pet Oct 13. Acworth. Rochester, Oct 30 at 2. Hayward, Rochester.  
 Cooper, John, Bolton, Lancaster, Coach Builder. Pet Oct 12. Holden. Bolton, Oct 28 at 10. Richardson & Co, Bolton.  
 English, Thos, & Wm English, Peterborough. Northampton, Painters. Pet Oct 9. Gaches. Peterborough, Oct 31 at 12. Law, Stamford.  
 Evans, John Valentine, Bishopwearmouth, Durham, Flour Dealer. Pet Oct 12. Gibson. Newcastle-upon-Tyne, Nov 6 at 12. Robinson, Sunderland.  
 Fearn, John, Nottingham, Dealer in Hosiery. Pet Oct 14. Patchitt. Nottingham, Oct 28 at 10.30. Cranch.  
 Garbutt, John, Scarborough, York, Waiter. Pet Oct 13. Woodall. Scarborough, Nov 2 at 8. Williamson, Scarborough.  
 Goddard, Chas, Gleadless, nr Sheffield, Table Blade Forger. Pet Oct 14. Wake. Sheffield, Oct 28 at 1. Micklethwaite, Sheffield.  
 Griffiths, Wm, Rhyll, Flint, Stone Dealer. Pet Oct 12. Lpool, Oct 28 at 12. Evans & Co, Lpool.  
 Haden, Edwd Cresswell, Sedgley, Stafford, Surgeon. Pet Oct 12. Hill. Birn, Oct 28 at 12. Lowe, Dudley.  
 Hardy, Rebecca, Holbeach, Lincoln, Dressmaker. Pet Oct 12. Caparn. Holbeach, Oct 26 at 1. Sturton, Holbeach.

- Hare, John, Albert Village, Leicester, out of business. Pet Oct 10.  
 Doves, Ashby-de-la-Zouch, Oct 24 at 10. Wilson, Burton-on-Trent.  
 Healey, Wm, Haywood, Lancaster, Rope Maker. Pet Oct 1. Fardell  
 Manch, Oct 26 at 12. Leigh, Manch.  
 Hill, Wm, Monk's Coppenhall, Chester, Auctioneer. Pet Oct 14. Lpool,  
 Oct 30 at 12. Yates & Martin, Lpool.  
 Hilton, John, jun, Blackburn, Lancaster, Butcher. Pet Oct 7. Bolton.  
 Blackburn, Oct 29 at 11. Hall & Rutter, Bolton.  
 Hobbs, Thos, Wingfield, Wills, Baker. Pet Oct 7. Spackman. Brad-  
 ford, Oct 24 at 11. Sparks, Bradford.  
 Horner, Thos, Norton, Durham, Labourer. Pet Oct 12. Crosby.  
 Stockton-on-Tees, Oct 27 at 11. Clement, jun, Stockton.  
 Jepson, Wm, Sheffield, Whiter Metal Smith. Pet Oct 14. Wake. Shef-  
 field, Oct 28 at 1. Binney & Son, Sheffield.  
 Kingaley, Maurice Swanson, Hitchin, Hereford, no occupation. Pet  
 Oct 10. Times. Hitchin, Oct 30 at 10. Shepherd, Luton.  
 Knight, Peregrine, Plymtree, Devon, Farmer. Pet Oct 7. Stamp.  
 Horniton, Oct 24 at 11. Flond.  
 Knowles, Wm Bacon, Ripley, Derby, Draper. Pet Oct 5. Hubbersty.  
 Alfreton, Oct 17 at 12. Smith, Derby.  
 Lawrence, Edwd, Everton, Lpool, Commercial Traveller. Pet Oct 12.  
 Hime. Lpool, Oct 28 at 3. Ritson, Lpool.  
 Leighton, Crosby, Glossop, Derby, Grocer. Pet Oct 15. Fardell.  
 Manch, Oct 28 at 12. Grundy & Coulson, Manch.  
 Lloyd, Wm, Westrad Farm, Glamorgan, Farmer. Pet Oct 14. Lewis.  
 Bridgend, Oct 26 at 12. Raby, Cardiff.  
 Martin, Wm Fredk, Southsea, Southampton, Dealer in China. Pet  
 Oct 8. Howard. Portsmouth, Oct 27 at 12. Stening, Portsea.  
 Merrett, Fredk, Ashton New-town, nr Birm, out of business. Pet  
 Oct 15. Guest. Birm, Oct 30 at 10. Sargent, Birm.  
 Millar, Isaac, Chester-le-Street, Durham, out of business. Pet Oct 10.  
 Greenwell. Durham, Oct 28 at 11. Salkeld, Durham.  
 Morris, Chas, Lower Hagley, Worcester, Labourer. Pet Oct 12. Har-  
 ward. Stourbridge, Nov 2 at 10. Pearman, Stourbridge.  
 Oldham, Jas, Hanley, Stafford, out of business. Pet Oct 14. Hill.  
 Birm, Oct 18 at 12. Marsland & Addleshaw, Manch.  
 Owles, Thos, Norwich, out of business. Adj Sept 18. Palmer. Norwich,  
 Oct 28 at 11.  
 Peat, Joseph, Wigton, Cumberland, Tailor. Pet Oct 14. Hodgson.  
 Wigton, Oct 30 at 11. Carrick, Wigton.  
 Pollard, Geo Slater, Swinton, Lancaster, out of business. Pet Oct 14.  
 Hulton. Salford, Oct 31 at 9.30. Hampson, Manch.  
 Potchett, Chas Cresswell, Birm, Insurance Agent. Pet Oct 1. Guest.  
 Birm, Oct 30 at 10. Parry, Birm.  
 Procter, Wm, Alsagers-bank, Stafford, Blacksmith. Pet Oct 12. Slaney.  
 Newcastle-upon-Lyme, Oct 29 at 11. Litchfield, Newcastle-upon-  
 Lyme.  
 Pybus, Christopher, West Derby, nr Lpool, Bottle Merchant. Pet Oct 12.  
 Hime. Lpool, Oct 27 at 3. Bellinger, Lpool.  
 Randall, Thos, Portsea, Hants, Hired Joiner. Pet Oct 12. Howard.  
 Oct 27 at 12. Champ, Portsea.  
 Ratcliffe, Jas, New Worsley, nr Leeds, out of business. Pet Oct 10.  
 Marshall. Leeds, Oct 29 at 12. Harle, Leeds.  
 Reed, Jas, Bolton-le-Moors, Lancaster, Provision Dealer. Pet Oct 13.  
 Macrae. Manch, Nov 3 at 11. Edge & Dawson, Bolton-le-Moors.  
 Robinson, Michael, Manch, Cotton Waste Dealer. Pet Oct 14. Macrae.  
 Manch, Oct 29 at 11. Heath & Sons, Manch.  
 Russell, Chas, Bolton, Lancaster, Manufacturer of Quilts. Pet Oct 13.  
 Holden. Bolton, Oct 28 at 11. Hall & Rutter, Bolton.  
 Shelton, Wm, Stonesby, Leicester, Lime Burner. Pet Oct 13. Oldham.  
 Melton Mowbray, Oct 26 at 11. Lees, Nottingham.  
 Smikiss, Meshach, Westbromwich, Stafford, out of business. Pet Oct 14.  
 Hill. Birm, Oct 28 at 12. Jackson, Westbromwich.  
 Smithers, Fredk, Winchester, Hants, Whitesmith. Pet Oct 13. Godwin.  
 Winchester, Oct 31 at 11. Hollis, Winchester.  
 Soons, Edwd, Valentine, Lowestoft, Suffolk, Fruiterer. Pet Oct 14.  
 Chatter. Lowestoft, Nov 4 at 12. Kent, Beccles.  
 Steam, Hy Wm, Thetford, Norfolk, Innkeeper. Pet Oct 12. Clarke.  
 Thetford, Oct 28 at 12. Walpole, Northwold.  
 Tandy, Fredk, Dudley, Worcester, Attorney. Pet Sept 28. Hill.  
 Birm, Oct 28 at 12. Saunders & Smith, Dudley.  
 Timbrell, Cornelius, Petworth, Sussex, Tailor. Pet Oct 13. Blagden.  
 Petworth, Oct 31 at 3. Downer, Petworth.  
 Tomalin, Wm, Long Buckley Wharf, Northampton, Beerhouse Keeper.  
 Pet Oct 10. Willoughby. Daventry, Oct 21 at 10. Leake & Edwards,  
 Long Buckley.  
 Trevel, Saml, Bottom-lane, Nottingham, Grocer. Pet Oct 6. Ha-  
 bersty. Alfreton, Oct 19 at 12. Briggs & Cranch, Nottingham.  
 Wales, Chas, Wakefield, York, Law Stationer. Pet Oct 12. Mason.  
 Wakefield, Nov 3 at 11. Gill, Wakefield.  
 White, Saml, Keyworth, Nottingham, Joiner. Pet Oct 13. Patchitt.  
 Nottingham, Oct 28 at 10.30. Brewster.  
 Williams, Eliz, Lpool, out of business. Pet Oct 14. Lpool, Oct 27 at 11.  
 Lloyd & Co, Lpool.  
 Williams, Fanny, Margate, Kent, Lodging-house Keeper. Pet Oct 7.  
 Isaacson. Margate, Oct 26 at 2. De la Saux, Canterbury.  
 Williams, John, Rhyd, Anglesey, Grocer. Pet Oct 9. Dew. Llangeferi,  
 Oct 29 at 11. Jones, Menai Bridge.  
 Woolley, Geo, Llaylodge, Chester, out of business. Pet Oct 13. Mac-  
 rae. Manch, Oct 29 at 12. Sutton & Elliott, Manch.  
 Young, Wm, Birm, Licensed Victualler. Pet Oct 12. Hill. Birm, Oct  
 28 at 12. Francis, Birm.

## TUESDAY, Oct. 20, 1868.

## To Surrender in London.

- Allen, Geo, Kent-st, Southwark, Bootmaker. Pet Oct 18. Roche.  
 Nov 4 at 11. Edwards, Bush-lane, Canoe-st.  
 Baststone, Chas John, St Leonard's-on-Sea, Sussex, Lodging-house  
 Keeper. Pet Oct 12. Pepps. Nov 3 at 11. Hancock & Co, King  
 William-st.  
 Brett, John, Ball's Pond-rd, Islington, Tobaccoist. Pet Oct 15.  
 Pepps. Nov 3 at 2. Nind, Basinghall-st.  
 Cashman, Michael, Chiswell-st, St Luke's, Cork Cutter. Pet Oct 16.  
 Pepps. Nov 5 at 1. Biddles, South-sq, Gray's-inn.  
 Clark, Fredk, Jas, Prisoner for Debt, London. Pet Oct 13 (for pau).  
 Brougham. Nov 4 at 1. Dobie, Basinghall-st.  
 Cooper, Robt, Fredk, Diamond-row, Stepney, Shopman. Pet Oct 15.  
 Roche. Nov 4 at 11. Dobie, Basinghall-st.  
 Cooper, Valentine, Courthill-rd, Lewisham, Builder. Pet Oct 14.  
 Pepps. Nov 3 at 1. George, Abchurch-lane.  
 Dawes, Richd, Fortisdown-rd, Maid-a-vale, General Practitioner. Pet  
 Oct 12. Pepps. Oct 30 at 1. Bradley, Berners-st.  
 Dawson, Gilbert Fras, Prisoner for Debt, London. Pet Oct 16. Pepps.  
 Nov 5 at 2. Lewis & Co, Old Jewry.  
 Evans, John Benj, Bridge-st, Greenwich, Licensed Pilot. Pet Oct 16.  
 Pepps. Nov 3 at 12. Pittman, Guildhall-chambers.  
 Goldstein, Adolf, Shepherdess-walk, Gray-rd, Dealer in Watches. Pet  
 Oct 15. Pepps. Nov 3 at 2. Smith, Gresham House.  
 Gottheimer, Simon, Gt James-st, Lisson-grove, Zinc Worker. Pet Oct  
 15. Pepps. Nov 5 at 12. Olive, Portsmouth-st, Lincoln's-inn.  
 Graves, Thos, Winstanley-rd, Battersea, Builder. Pet Oct 17. Roche.  
 Nov 4 at 12. Pittman, Guildhall-chambers, Basinghall-st.  
 Henderson, Bertram Cruger, Gloucester-grove West, Brompton, out  
 of business. Pet Oct 12. Pepps. Oct 30 at 1. Newman, Clifford's-  
 inn.  
 Hobson, Alfred Milnes, Sydney-rd, Stockwell-rd, Comm Agent. Pet  
 Oct 12. Pepps. Oct 20 at 1. Feverley, Gresham-bldgs, Basing-  
 hall-st.  
 Lawrence, Wm, Prisoner for Debt, London. Pet Oct 15. Roche.  
 Nov 4 at 11. Hatton, Essex-st, Strand.  
 Leary, Jeremiah, jun, Prisoner for Debt, London. Pet Oct 15 (for  
 pau). Pepps. Nov 5 at 12. Biddles, South-sq, Gray's-inn.  
 MacRoberts, Jas, Canton-st, Poplar, Journeyman Wheelwright. Pet  
 Oct 17. Pepps. Nov 5 at 2. Steadman, London-wall.  
 Mills, Geo, Mare-st, Hackney, out of business. Pet Oct 10. Pepps.  
 Nov 3 at 2. Penton, George-st, Mansion House.  
 Moor, Geo John, Prisoner for Debt, London. Pet Oct 16 (for pau).  
 Brougham. Nov 4 at 2. Dobie, Basinghall-st.  
 Moors, Jas Wadlow, Prisoner for Debt, London. Pet Oct 15 (for pau).  
 Pepps. Nov 3 at 2. Biddles, South-sq, Gray's-inn.  
 Newman, Chas Robt, Prisoner for Debt, London. Pet Oct 15 (for pau).  
 Pepps. Nov 3 at 2. Watson, Basinghall-st.  
 Paine, Hy, Caledonian-rd, Islington, Grocer. Pet Oct 14. Pepps. Nov  
 3 at 1. Pittman, Guildhall-chambers.  
 Perry, Robt, York-pk, Shepherd's-bush, Bootmaker. Pet Oct 13.  
 Pepps. Nov 3 at 12. Collett, Dorset-st, Salisbury-sq.  
 Robinson, Geo, Cochran-ter, St John's-wood, Lamplighter. Pet Oct  
 16. Pepps. Nov 5 at 12. Allen & Co, Old Jewry.  
 Stone, Joseph, Leighton Buzzard, Bedford, Innkeeper. Pet Oct 17.  
 Pepps. Nov 5 at 1. Miller, Bond-st-house, Wallbrook.  
 Turner, Felix John, Farnham, Surrey, Wine Merchant. Pet Oct 16.  
 Pepps. Nov 5 at 12. Eve, Aldershot.  
 Waigh, John Chapman, King's-cross-rd, Cheesemonger. Pet Oct 15.  
 Nov 4 at 2. Olive, Portsmouth-st, Lincoln's-inn.  
 Welsh, Mary Anne, Clarence-cottages, Cambridge-rd, Hammersmith,  
 no business. Pet Oct 17. Pepps. Nov 5 at 1. Watson, Basing-  
 hall-st.  
 Willes, Thos Hawkes, Orchard-rd, Plumstead, Writer. Pet Oct 15.  
 Pepps. Nov 3 at 2. Hughes & Co, Woolwich.  
 To Surrender in the Country.  
 Avar, Edwd, Maidstone, Kent, Gardener. Pet Oct 12. Scudamore.  
 Maidstone, Oct 31 at 11. Goodwin, Maidstone.  
 Belcher, Harris, Birm, Picture Dealer. Pet Oct 1. Guest. Birm, Oct  
 30 at 10. Parry, Birm.  
 Bell, Fras, Bristol, Baker. Pet Oct 13. Wilde. Bristol, Oct 30 at 11.  
 Cooke, Gloucester.  
 Betank, Louis, Lewes, Sussex, out of business. Pet Oct 12 (for pau).  
 Blake. Lewes, Nov 5 at 11. Murray, Gt Helen's-inn.  
 Booth, Philip Hampson, Manch, Carmine Manufacturer. Pet Oct 17.  
 Fardell. Manch, Nov 4 at 12. Boote & Rylance, Manch.  
 Bright, Jas, Prisoner for Debt, Bristol. Adj Oct 15 (for pau). Harley.  
 Bristol, Oct 30 at 12.  
 Broad, Jas, Bristol, Builder. Pet Oct 16. Wilde. Bristol, Oct 30 at 11.  
 Pigeon & Ward, Bristol.  
 Bromley, Thos Bailey, Prisoner for Debt, Lancaster. Adj Sept 18.  
 Fardell. Manch, Nov 3 at 11.  
 Brookes, John, Bisleam, Accountant. Pet Oct 15. Challinor. Hanley.  
 Nov 14 at 11. Lees, Burslem.  
 Cooke, Robt, Shrewsbury, Salop, Dyer. Pet Oct 14. Peele. Shrews-  
 bury, Nov 4 at 11. Craig, Shrewsbury.  
 Cooper, Thos, Wood-lane, nr Audley, Stafford, Grocer. Pet Oct 15.  
 Hill. Birm, Nov 4 at 12. Sherratt, Talk-o'-th'-Hill.  
 Davies, John, Cleehill, Salop, Miner. Pet Aug 18 (for pau). Trow.  
 Cleobury Mortimer, Oct 27 at 10. Saunders, jun, Cleobury Mortimer.  
 Davies, Margaret, Tenby, Pembroke, Grocer. Pet Oct 12. Lanning.  
 Pembroke, Oct 29 at 11.30.  
 Daves, Edwin Theophilus, Gt Malvern, Worcester, Beerhouse-keeper.  
 Pet Oct 12. Gt Malvern, Oct 31 at 11. Tree, Worcester.  
 Down, Wm, Hastings, Sussex, Bricklayer. Pet Oct 16. Young. Has-  
 tings, Oct 31 at 11. Philbrick, Hastings.  
 Dyer, Wm, Ryde, Isle of Wight, Tobaccoist. Pet Oct 13. Blake.  
 Newport, Oct 28 at 11. Beckingsale, Newport.  
 Ellis, Hy, Bird Bush, nr Wakefield, Labourer. Pet Oct 16. Mason.  
 Wakefield, Nov 3 at 11. Barratt, Wakefield.  
 Evans, Thos, Birm, Licensed Victualler. Pet Oct 14. Guest. Birm.  
 Oct 30 at 10. Harrison, Birm.  
 Fincher, Wm Sanders, Warwick, Tailor. Pet Oct 13. Tibbitts.  
 Warwick, Oct 31 at 11. Sanderson, Warwick.  
 Fleming, Saml, Halifax, York, Bookseller. Pet Oct 19. Leeds, Nov  
 2 at 11. Bond & Barwick, Leeds.  
 Garnett, Chas, Lincoln, out of business. Pet Oct 16. Leeds, Nov 11  
 at 12. Heath, Nottingham.  
 Glazebrook, Joseph, Cleehill, Salop, Miner. Pet Aug 18 (for pau).  
 Trow. Cleobury Mortimer, Oct 27 at 10. Saunders, jun, Cleobury  
 Mortimer.  
 Gordon, Jas, Gateshead, Durham, Tar Distiller. Pet Oct 15. Gibam.  
 Newcastle-upon-Tyne, Nov 6 at 12. Daglish & Stewart, Newcastle-  
 upon-Tyne.  
 Green, Saml Jas, Walsall, Stafford, Musical Agent. Pet Oct 15.  
 Walsall, Nov 4 at 12. Glover, Walsall.  
 Greenwood, Wm, Exnton, Lancaster, Grocer. Pet Oct 16. Macrae.  
 Manch, Nov 5 at 12. Storer, Manch.  
 Hall, Hy, Prisoner for Debt, Lancaster. Adj Sept 18. Myres. Pres-  
 ton, Nov 7 at 10. Rainford, Preston.  
 Handran, John Patrick, Prisoner for Debt, Bristol. Pet Oct 15 (for  
 pau). Harley. Bristol, Oct 30 at 12.



Harris, Richd Abbot, Prisoner for Debt, Durham. Adj Oct 15. Gibson. Newcastle-upon-Tyne, Nov 6 at 12. Hoyle, Newcastle-upon-Tyne.  
Hawcock, Geo, Shireoaks, Nottingham, Groom. Pet Oct 9. Newton. Workshop, Oct 11 at 4. Appleton, Workshop.  
Hayward, Chas, Birm, Saddle-tree Maker. Pet Oct 5. Guest. Birm, Oct 3 at 10. East, Birm.  
Hill, Hy, Holmes Chapel, Chester, Veterinary Surgeon. Pet Oct 13. Latham. Congleton, Oct 31 at 11. Garside, Congleton.  
Johns, Wm Edwd, Exeter, Accountant. Pet Oct 15. Daw. Exeter, Oct 31 at 11. Hartnoll, Exeter.  
Julian, Chas, Penzance, Cornwall, Draper. Pet Oct 7. Exeter, Oct 30 at 12. Terrell & Petherick, Exeter.  
Knowles, Joseph, Manch, no business. Pet Oct 16. Hulton. Salford, Oct 31 at 9.30. Stringer, Manch.  
Laming, Jas, Sheffield, Wholesale Fruiterer. Pet Oct 16. Leeds, Nov 4 at 12. Binney & Son, Sheffield.  
Lowcock, Edwd, Lpool, Foreman. Pet Sept 30. Hime. Lpool, Oct 30 at 3. Blackhurst, Lpool.  
Madge, John, Prisoner for Debt, Devon. Adj Oct 14. Exeter, Oct 30 at 12.  
Manners, Wm, Nottingham, Hosiery Manufacturer. Pet Oct 15. Tudor. Birm, Nov 3 at 11. Belk, Nottingham.  
Milbarn, Geo, Chorley, Lancaster, Labourer. Pet Oct 13. Part. Chorley, Oct 31 at 10. Forshaw, Preston.  
Muir, Peter, Redruth, Cornwall, Assistant Travelling Draper. Pet Oct 12. Peter. Redruth, Nov 3 at 11. Nalder, Redruth.  
Nottingham, Robt, Folkestone, Kent, Music Master. Pet Oct 16. Newton. East Retford, Nov 6 at 10. Denman, East Retford.  
Overton, Mortimer Oxnard, Ross, Hereford, Hairdresser. Pet Oct 16. Collins. Ross, Oct 29 at 12. Williams, Ross.  
Parry, John, jun, Ty Philip Cwmabanm, Brecknock, Farmer. Pet Oct 15. Davies. Crickhowell, Nov 2 at 10. Davies, Crickhowell.  
Pettie, Edwd, Gt Welmetham, Suffolk, Bricklayer. Pet Oct 14. Collins. Bury St Edmund's, Nov 4 at 11. Walpole, Bexton.  
Pekies, Lewis, Halifax, York, out of business. Pet Oct 15. Rankin. Halifax, Nov 6 at 10. Storey, Halifax.  
Pile, Geo, Ilfracombe, Devon, Ship Owner. Pet Oct 16. Exeter, Nov 2 at 12. Buse, Bideford.  
Poole, Geo, Bristol, Dentist. Pet Oct 14. Harley. Bristol, Nov 6 at 11. Hill.  
Roberts, Wm Anwyl, Llanfawr, Anglesey, Publican. Pet Oct 16. Dew. Llangefni, Nov 5 at 2.30. Hughes, Llanerchymedd.  
Salt, Edwin, Lpool, Baker. Pet Oct 15. Lpool, Nov 2 at 11. Bellringer, Lpool.  
Taylor, Hy, Pontefract, York, Tailor. Per Oct 15. Coleman. Pontefract, Nov 3 at 11. Jefferson, Pontefract.  
Teall, Wm Wood, Fairford, Gloucester, Whitesmith. Pet Oct 13. Anderson. Cirencester, Oct 30 at 12. Sullivan, Eastleach Turville.  
Wilson, Isaac, Anstrick, York, Farmer. Pet Oct 16. Atkinson. Settle, Nov 3 at 10. Paget, Skipton.  
Wright, Wm, Manton, Rutland, Grazier. Pet Oct 14. Hough. Oakham, Nov 2 at 3. Law, Stamford.

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